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(Appendix.)

Can he also explain why, although the Act of 1856 refers to the contracts of the New Zealand Company with the land claimants in its preamble, all reference to these contracts is dropped in the Act of 1858?

Above all, will he explain how the exceptional clause in favor of the Manawatu Land claimants was introduced into the Act of 1858?

Who was the author of this exception?

Upon what principle, unless the interests of the Province as distinct from the land claimants (in view of the possible acquisition of the Waitara) can the confiscation of the rights of New Plymouth claimants be justified, when by the same Act the rights of claimants at Manawatu were respected?

Did the Wellington Members object to the confiscation of the rights of their constituents? Were the Taranaki members (C. W. Richmond included) quite agreeable to the confiscation of the

rights of the land purchasers in their Province? if so, why?

Why was the Act of 1858 expressly reserved for the Royal Assent, whereas the Governor

assented to that of 1856?

Having returned to New Zealand last Christmas (1860) Mr. Abraham left his present Memorial to the House of Assembly, &c., to be presented in case the Assembly met; as he found it must be presented within the first thirty days of the commencement of the session, and he would have been

told he had acquiesced if he had allowed another session to pass without doing so.

Mr. Abraham when in Auckland having reason to believe that Mr. Carrington had been communicated with previous to the passing of the Act, 1858, on meeting that gentleman directly challenged him with the fact, he admitted it, made his own statement which was afterwards reduced into writing, carefully considered by him, and signed, as Mr. Abraham told him he would insert it word for word in his Memorial, the original paper is with Mr. Abraham's papers in Auckland. The negociations by Mr. Richmond with Mr. Carrington if it took place, was of course a distinct acknowledgment of the existence of the contracts of the New Zealand Company and the rights of the claimants, and therefore has a most important bearing on the relief asked by Mr. Abraham's Memorial, viz., the repeal of the Scrip Act, 1858, as unjust and ultra vires.

The cumulative effect of this and all the other facts viewed in connection evidences a determination on the part of the late Ministry to get rid of the old Land Claimants before they proceeded to extinguish the Native Title. As a matter of fact they did so, for the Act was passed in August Teira's land was offered in March 1859, but the survey was not attempted till February The Royal Assent to the Scrip Act, 1858, was not Gazetted until 25th July, 1859, and it would seem that the first instalment of the purchase money was not paid by Parris until after the

Royal Assent had been obtained.

Mr. Abraham has always said, and he told the Governor himself, that he acquitted His Excellency of all knowledge of any land being about to be offered previous to the actual offer of

Will Mr. Richmond assert that the intention of the Governor to make the declaration he did as to purchasing from individuals was not known to Ministers and to individuals in Taranaki previous to its being made?

Will he also assert that the intention of Teira to make the offer he did, was unknown to settlers in Taranaki before the offer was made and that no European advised Teira to make such offer?

Until Mr. Richmond gives satisfactory explanation in reference to the whole matter, every one is entitled to believe and to assert that the late Responsible Government of New Zealand first confiscated the old claims to Land at Waitara and then proceeded to purchase the same Lands for the benefit of the Province, and that in effecting such purchases they acted on principles which previous Governments and they themselves did not act upon so long as the claims of original purchasers were considered to bind the Land.

Mr. Richmond may derive great comfort from the fact that a fellow member of the Assembly has there designated the whole proceeding as a conspiracy, since he appears to consider that the question of grievous personal wrong to a number of private individuals suffered at the hands of a body of "Irresponsible Surface Men" must necessarily be subordinated if not merged entirely, in consideration of the feelings of these self same wrong-doers. It remains to be seen whether this will be so. Meantime Mr. Abraham does not begrudge Mr. Richmond the melancholy satisfaction,

AUGUSTUS B. ABRAHAM.

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At Bank.