F—No. 2

REPORT

OF THE

COMMITTEE OF PRIVATE GRIEVANCES

ON THE

PETITION OF AUGUSTUS BROWN ABRAHAM.

Presented to the House, August 3rd, 1861.

PETITION OF A. B. ABRAHAM.

REPORT.

The Standing Committee on Private Grievances have considered the Petition of AUGUSTUS BROWN ABRAHAM, and have agreed to the following Report:—

The Committee have carefully considered the several allegations in the Petition, and have taken evidence thereon. They have received from His Excellency the Governor a Memorandum on the allegation of the Petitioner, as to a conversation said to have taken place between the Governor and him; and have also received a Statement from Mr. C. W. Richmond, which together with the Memorandum, they append to this Report. They also append a Statement by a Member of the Committee, which expresses the views which the Committee entertain on the several points therein referred to.

The Committee are of opinion that the Petitioner's case as respects his original selections of land at Waitara, stands on no different footing from that of any other purchaser from the New Zealand Company, and that there is no ground for making a special exemption in his favor from the operation of the "Land Orders and Scrip Act, 1858."

Under these circumstances the Committee are unable to recommend the House to take any specific action on the subject of the Petition.

FRANCIS JOLLIE,
Chairman.

House of Representatives,
3rd August, 1861.

MEMORANDUM FOR FRANCIS JOLLIE, ESQ., CHAIRMAN OF COMMITTEE OF PRIVATE GRIEVANCES.

In a petition to the House of Representatives dated 28th of February, 1861, Mr. Abraham has taken advantage of a private conversation with the Governor, assumed to have taken place early in the year 1859. This is an unusual proceeding.

The Governor has no record of any conversation with Mr. Abraham; but is convinced that he never made any such statement as that attributed to him.

A copy of his Despatch forwarding the reserved Act is attached for the information of the Committee.

Government House,
Auckland, 16th July, 1861.

COPY OF A DESPATCH FROM GOVERNOR GORE BROWNE, C.B., TO THE RIGHT HONORABLE SIR E. BULWER LYTTON, BART.

Government House,
Auckland, 13th October, 1858.

SIR,—

(No. 101.)

LEGISLATIVE.

In conformity with the provisions of the 56th clause of the New Zealand Constitution Act, I have the honor to forward, for the purpose of being laid before the Queen, authentic copies of six Acts (enumerated in the annexed Schedule) passed by the General Assembly during its 5th Session, and reserved for the signification of Her Majesty's pleasure thereon.

The "Bay of Islands' Settlement Act," is one of the series of Native Bills on which I have written at length in other Despatches and forwarded reports of the debates on them in the Legislature.

I beg to recommend it, with the other Acts accompanying this Despatch, for Her Majesty's gracious Assent.

I have, &c.,
T. GORE BROWNE.

The Right Honorable
Sir E. Bulwer Lytton, Bart.

SCHEDULE.

Nos. 71, 73, 74, 78, 79.—No. 77, "An Act to amend the Law defining and settling the Rights of Holders of Land Orders and Land Scrip, 1858."

MEMORANDUM BY MR. RICHMOND.

The 22nd clause of the Petition alleges that the proposed Land Regulations of the Province of New Plymouth, there referred to, were framed and published by the Provincial Government, acting under my advice. It is true that I was at that time the legal adviser of the Superintendent, but I was not a member of the Provincial Government, and had no control over its acts. The advice to which the Petitioner refers was restricted to technical matters.

In clause 23, the Petitioner refers to the Votes and Proceedings of the House of Representatives July 23rd, 1856, p. 204, as proving that I originated clauses taking away the right of the Petitioner and others to land at Waitara. The reference appears to be to certain Resolutions which it was proposed by the Colonial Treasurer Mr. Sewell, to refer to the Select Committee on the Scrip Restriction Act, for their consideration; and which it will be seen, on reference to p. 207 of the same Proceedings, were so referred upon Mr. Sewell's motion, not upon mine. The Petitioner probably supposed that I then held the office of Colonial Treasurer, whereas I was Colonial Secretary. Though it seems proper that I should point out this inaccuracy in the Petition, I by no means desire to evade my fair share of political responsibility for Resolutions in which, as a member of the Government, and of the House, I concurred. I may here observe that I was not a member of the Select Committee to which the Scrip Restriction Bill was referred.

The 27th clause of the Petition gives a distorted account of what passed between myself and Mr. Carrington in 1858. I do not recollect that Mr. Carrington threatened to memorialize the Colonial Government and the Imperial Parliament. The allegation that Mr. Carrington threatened to memorialize the Colonial Government is, on the face of it, absurd. I presume it is intended to convey the impression that I was anxious to prevent the attention, even of my own colleagues, from being drawn to the Waitara Land Claims. The fact is that Mr. Carrington was in as free communication on the subject of his claims with my colleagues as with myself. The threat of an appeal to the Colonial Government against itself would have been unmeaning. The threat of appeal to the Imperial Government would have been not less futile, seeing that the Scrip Act of 1856 had been allowed by Her Majesty. No threat was necessary to induce us to propose to the Legislature a modification of provisions which we were ourselves desirous of relaxing in favor of the claimants; nor, as I believe, was any threat or pressure used by Mr. Carrington.

It is also untrue that I represented to Mr. Carrington that the Waitara "would not be "acquired by the authorities in order to be handed over to the Land Claimants, on account of the "great expense necessary for the purpose." I recollect that I was desirous of convincing Mr. Carrington of the equity and the necessity of a commutation of the claims on Waitara as effected by the Act of 1856. Amongst other arguments which I adduced in favor of such an arrangement, I believe I remarked, that the fund for land purchases, being now a Local fund, the Superintendent might be expected to oppose the expenditure of a very large sum in the purchase of land from the sale of which the Province would derive no benefit. I made no declaration whatever as to what the General Government would, or would not, do about the purchase of Waitara.

Mr. Carrington's attitude was not that of a person driving a bargain with the Government. The Act of 1856 had been allowed by the Imperial Government before the Act of 1858 had passed either House. Mr. Carrington was therefore in the position of a person applying for a relaxation in his favour of an existing law. My desire was not to obtain his consent, which was unnecessary, but merely to satisfy him, with a view to prevent further agitation of the question, that the compensation given, was, under the circumstances, reasonable in amount, and I asked him to place on record that he was satisfied, which he did by his letter to the Colonial Treasurer, dated 2nd August, 1858.

It results, from what I have already declared, that it is untrue that I represented "that efforts "should be made to acquire the Waitara land." Mr. Carrington will, I have no doubt, confirm my statement on this subject. Nor in fact, were "efforts made" to acquire the Waitara by the late administration, of which I was a member. The offer of the Waitara block in 1859 was, so far as I am aware, the spontaneous and unsolicited act of the Natives themselves. The land question in Taranaki was left more completely at rest by Governor Gore Browne and his late advisers, than it had been by any preceding Government. I can state that neither officially, nor privately, neither directly, nor indirectly, was I myself, or any of my colleagues, concerned in bringing about the offer of the block; nor was any one of us aware beforehand that it was about to be offered. Mr. Parris, who was District Land Purchaser at New Plymouth at the time of the alleged engagement entered into by me with Mr. Carrington, and who has ever since held that office, will be able to give testimony on this part of the subject should the Committee think fit to examine him.

I desire to make a few general observations on the Petition. The Petitioner appears to have desired to represent the provisions, of which he complains, as the fruit of covert machination on my part—as having become law by a kind of fraud practised by me upon the Legislature, and even upon my own colleagues. Such a preposterous assertion refutes itself. It is not, I would observe, pretended that I sought any private end, or that I employed any kind of misrepresentation. Nor is any undue use of political influence imputed to me, except in the account given of Mr. Carrington's interview with me, in which, as I have already stated, the truth is wholly perverted. The whole of the allegations respecting myself appear to be coloured by a disordered imagination.

It may be well that I should state exactly the personal share I had in framing the Bill of 1856. After the Bill had passed the House of Representatives I took part, in concert with other members of the Legislature, amongst whom I remember was Mr. Seymour of Nelson, in framing

the clauses relating to the New Plymouth Land Claims which were ultimately adopted. They were introduced in the shape of amendments in the Legislative Council. These clauses had the effect of relaxing the measure, as it had passed the Lower House, in favour of the claimants. In this instance, as indeed throughout all the transactions in which my name appears, my influence has been used rather in favour of, than against, the claimants. It is true that I have always insisted upon the absolute necessity of commuting the claims. The Committee will not expect that I should enter upon a vindication of the policy of such a measure; but I may be permitted to observe that a strong argument to establish the necessity of the commutation is furnished by the Petition itself; which shows that the Petitioner was engaged, for his own private benefit, in what I must regard as a very mischievous agitation of the Land question at Waitara. The Petitioner was naturally pursuing his own individual profit, and had obtained the sanction, as it appears, of the Government of the day. But the circumstance proves, I submit, the public expediency of extinguishing claims which could be deemed to confer on any private person the right of interference in so critical a business as the Waitara Land question.

C. W. RICHMOND.

Auckland, 15th July, 1861.

MEMORANDUM BY MR. DILLON BELL.

At the desire of the Committee I have put in writing the substance of the Statement I made to them.

I was a Member of the Scrip Restriction Committee to whom were referred Mr. Sewell's Resolutions of 1856 (erroneously attributed by the Petitioner to Mr. Richmond). I opposed them in the Committee, and when the Land Orders and Scrip Bill came into the House, drawn in substantial accordance with them, I protested without success against the measure. When the Bill passed the House it contained no provision for the New Plymouth claimants. Mr. Seymour, of Nelson, consulted with me as to amendments being proposed in the Legislative Council to meet their case, and these were ultimately adopted by both Houses. The reason why no clauses were proposed respecting similar claims in the Wellington Province was, that members of the Provincial Government of Wellington had declared in the House that they would themselves do justice to the Manawatu and other claimants; a declaration which the then transfer of the Waste Lands to the Provinces enabled them to give practical effect to. It is only fair to add therefore that I am myself partly responsible for the clauses in the Act of 1856 relating to New Plymouth, as being the only relaxation we could then get of the stringent enactment which had passed the House.

It was always intended, however, that an effort should be made in the next Session to obtain a further modification of the Bill of 1856 as to unacquired districts. Accordingly, in the Session of 1858, I prepared for Sir Charles Clifford a clause relating specially to the Manawatu and other unacquired districts in the Province of Wellington, which was embodied upon his motion in the Amendment Act of 1858. The nature of that clause seems to be quite misunderstood by Mr. Abraham. He refers to it as "entitling the claimants to retain the particular sections selected, whenever the Native Title should be extinguished." But on reference to the Act it will be found that the Superintendent of Wellington is empowered to make a Reserve of 10,000 acres for a township, and holders of sections within such a reserve are only to have a right of re-selection elsewhere. Now the New Zealand Company had sold at Manawatu 27,700 acres (see their Statement, Parliamentary Papers 1st July 1852 p. 148). I believe that by far the greater portion of this has been exchanged for scrip: and in fact it may be said that the few sections still retained are those which (having river frontage and so forth) would most likely fall within the Reserve if it were made. Sir Charles Clifford and I were quite aware of this when the clause was proposed, but it was inserted in order that if the Reserve were not made the claimants might retain their selections, and if it were made they should have a right of re-selection in districts to be acquired for two years after the Reserve, whereas under the Act of 1856 they were restricted to districts acquired at that date.

I was however asked in 1858, why Sir Charles and I had not proposed a similar clause for New Plymouth. The answer was,—1st, That the Wellington Government had always offered to concede the claim of the Manawatu holders, while the New Plymouth Government had always refused the claim of the Waitara holders: and 2nd, That the particular arrangement proposed in the New Plymouth clauses in relaxation of the Act of 1856, really gave the Waitara holders far better terms than the Manawatu clause. But I went further, for I thought the right conceded by the New Plymouth clause placed the Waitara claimants in a better position than they were in under the original selections. Take for instance the Petitioner's sections. Suppose they were included in a Native Reserve when the district was acquired (a thing very likely to happen), he would be relegated to his right of re-selection elsewhere; whereas under the clause he would come in with his original priority of choice to select either 37½ acres of suburban land immediately adjoining the proposed township, or 75 acres of rural land outside.

Mr. Abraham assumes throughout the Petition that his selections form legal contracts which the Crown is bound to carry out. I dissent however from that view. In December, 1847, the New Zealand Company proposed, as a means of finally settling the claims of their land purchasers, to place the whole of their 1,300,000 acres at Sir George Grey's disposal for him to make an equitable arbitration; the principle being admitted that each purchaser was entitled to obtain:—

"1. Beneficial occupation of the full quantity of land he bought.

2. The particular piece of land, if practicable, which was originally allotted to his purchase.
3. If such appropriation were not practicable, then a just equivalent in land elsewhere."

In pursuance of this reference an arrangement was made, with the Governor's sanction, between the Company and the resident land owners of Wellington and New Plymouth, but the absentee claimants were not included in it. The Company at first proposed a second reference to Sir George Grey, but afterwards (6th October, 1849) they addressed a Circular to the absentees saying that this second reference would cause much uncertainty and delay, and proposing instead:

"1. That each non-resident holder should receive 75 acres of land, being half the compensation granted to residents:
2. That every holder should be permitted to surrender the rural land originally attached to his land order, and to select other land in lieu of it."

But they stipulated that "in so doing they must be distinctly understood to deny the existence of any legal right on the part of the claimants," and "reserved to themselves exclusively the right of deciding upon any questions which might arise as to the meaning of any part of their letter, and upon any claims or conflicting claims which might be preferred thereunder."

Every one therefore who accepted the supplementary or compensation land orders must be deemed to have relieved the Company from legal liability, and to have conceded to them the exclusive right of deciding the meaning of the Circular. Mr. Abraham does not allege that there was any special exception to this made in his case when he accepted his supplementary land orders, though I believe the Company did say he might retain his Waitara sections if the Company had them to give. The measure then of the liability of the Crown is to be found in the Circular; the Crown is relieved from legal liability, and may interpret the proposal itself. Now when the Legislative Council of 1851 proceeded to pass the New Zealand Company's Land Claimant's Ordinance, we undoubtedly held that the acceptance of the supplementary land orders had relieved the Company; we also held that there was no legal contract subsisting in respect of any land which had not reverted to the Crown at the Company's cesser in July, 1850; and we enacted:—

"That whenever the Company should have contracted with any one for the disposal of a particular section of land not comprised within any district reverting to the Crown, the Governor should cause the right of such claimant, under all the circumstances connected therewith, to be determined by appraisement, and scrip to be issued for the amount."

It has, I know, been doubted whether the Legislative Council of 1851 had power to pass that Ordinance, but it was at any rate left to its operation. Mr. Abraham is in error in assuming, as he does in paragraph 14 of the Petition, that the Ordinance was not brought into operation in the Province of Taranaki, and that all proceedings thereunder were stopped by the passing of the Imperial Act 14 & 15 Vict. c. 86 (New Zealand Company's Settlement Act 1851). He appears to urge that that Act could not be repealed or altered by an Act of the Assembly; but the Acts of the Assembly have the force of a subsequent Imperial Statute (the Constitution Act); and a certain proof that the Statute 14 & 15 Vict. c. 86 could be amended by an Act of the Assembly is, that the Nelson Trust Fund clauses in it were specially saved by Section 77 of the Constitution Act, which provided that no Act, Law, or Ordinance of the Assembly or Provincial Councils should affect or interfere with *so much of the Statute* 14 & 15 Vict. c. 86 as related to those Funds.

I think it right to observe, that the injustice whereof I complained in the Scrip Acts, consisted not in giving a certain effect to Land orders selected in unacquired districts, but in declaring that the scrip which the claimants had received in exchange for such Land orders should be so restricted in its exercise as practically to reduce its value by half.

There is only one other point to which I drew the Committee's attention, and at their request I also put in writing what I said. In paragraph 27 of his Petition Mr. Abraham makes certain statements respecting what took place between Mr. Richmond and Mr. Carrington, without giving his authority for them. I presume it rests on a letter from Mr. Carrington to himself, dated 31st January 1861, which is before the Committee. Now the 27th paragraph puts the transaction in this light: that while the Act of 1858 was in progress, Mr. Carrington remonstrated and threatened, whereupon Mr. Richmond represented that the Waitara land would not be acquired by the authorities; that Mr. Carrington, under the influence of that representation, was induced to accept certain terms; and that then Mr. Richmond represented that efforts would be made to acquire the Waitara. Each of these is made to depend upon the other. Mr. Carrington's letter, however, contains an obviously inaccurate statement. He says, that during the Session of 1858 he was told by a member of the House that the House had amended the Bill of 1856, whereby claimants were to be allowed one acre of town land, or 12½ acres of Suburban land, or 50 acres of rural land; and he thereupon expresses his indignation at the proposal, and tells Mr. Abraham what he did in consequence of it, and how he came up to Auckland to see the Government, and meant to write to "an influential nobleman in England" about it. But it was the original Bill of 1856, and not any amendment in the Bill of 1858, which gave the 12½ acres of suburban, and 50 acres of rural land: the amendment proposed by the Government in the Bill of 1858 was for the increased quantities of 37½ acres suburban and 75 acres rural land. Mr. Carrington admits that it was "after asking Mr. Richmond to give him a copy of the Bill as it now stood," and "thinking the case over and over again for days," that he "made up his mind not to memorialize Parliament, and endeavoured to do the best for himself and his friends:" and he concludes by saying, "*The result was, that I succeeded in getting a clause of the Bill altered, &c.*"—thus assuming at the end of his letter the authorship of the very clause which at the beginning he "gave his sacred word he would never have accepted if he had not been convinced it was utterly hopeless for him to think of getting any Waitara land without *sacrificing himself and his friends by as-*

senting to those unjust terms." With regard to the allegation that Mr. Richmond had "represented that the Waitara land would not be acquired by the authorities in order to be handed over to the land claimants," it is clear that Mr. Richmond was referring not to any action on the part of the General Government, but to the opposition which it was well known the Province would raise to the incurring of a heavy expense for the benefit not of the Province but of the claimants. And with regard to the allegation that Mr. Richmond represented that efforts would be made to acquire the Waitara land, and that a town should be laid out thereat, Mr. Carrington admits that it is not correct, but alleges that Mr. Richmond said that "a town would be laid out at the Waitara," which Mr. Richmond explains by referring to the well known feeling of the inhabitants as to laying out a town there when the land was so acquired.

The Committee will therefore see that the allegations in the 27th paragraph are founded upon an erroneous view of the transaction, and give a colour to it which Mr. Carrington's evidence and any fair construction of his letter must efface. It seems clear then,

1. That instead of Mr. Carrington remonstrating and threatening on the subject of the clauses of 1858, his remonstrance was against the clause of 1856:
2. That Mr. Richmond did not represent, upon such remonstrance, that the Waitara land would not be acquired by the General Government:
3. That it was therefore not under the influence of such a representation that Mr. Carrington accepted the clauses of 1858: and
4. That it was not in consequence of such acceptance that Mr. Richmond represented efforts would be made to acquire the Waitara, and that in point of fact he did not make such a representation at all.

F. D. Bell.

[Read at meeting of Committee, 31st July.]

EVIDENCE TAKEN BEFORE THE COMMITTEE.

Mr. Carrington examined. *F. A. Carrington, Esq.*

1. *Chairman.*]—Will you state to the Committee what you know about the matters contained in this Petition?—Witness put in the copy of a letter which he had written to the Petitioner and which he said stated what he knew upon the subject. 1 July 1861.

(*Letter read.*)

Auckland, 31st January, 1861.

My Dear Sir,—In reference to the question which you most unexpectedly put to me the other day, "Did you ever sign any document surrendering your right to your Waitara land"? I replied why do you ask me? Your answer was "Because I feel almost certain that you have." I then told you that I had, at the request of Mr. Richmond, written an official letter saying that I would consent to take for myself, and for Mr. Tunno and Edwin Downe, whose interest I represented, one acre of Town land and 37½ acres of Suburban land, or 75 acres of Rural land for every 50 acres of land which we had formerly selected and taken possession of at the Waitara.

I give you my sacred word that I would never have done this had I not been convinced from conversation which I had with Mr. Richmond, and the unprincipled feeling manifested by others, that it was utterly helpless for me to think of getting any portion of the Waitara land, did I not sacrfice mys ef and those I represented by assenting in writing to the unjust terms I have named.

I have neither my letter book nor my papers with me relating to this matter, they are in New Plymouth, but as you are interested in this affair and ask me to tell you the facts of the case I will do so as far as my memory serves, and I believe I can give you a faithful statement; but I cannot give exact dates without my papers.

After an absence of fourteen years from this Colony I returned to New Plymouth in July 1857. Subsequent to my arrival in that settlement I heard that an Act had been passed by the General Assembly called "The Land Orders and Scrip Act, 1856." This Act had special reference to land formerly selected by Settlers and others, but now unhappily claimed by Natives. It deprived people of that which once they legally and equitably held and offered in lieu an equal quantity of land in other parts of the Settlement, which land I would not accept as a gift, as it was subject to taxation and no return could be got from it.

On perusing the said Act I at once saw that it was unwarrantable, and that its aim was to supersede the written instructions of Colonial Ministers as well as an Act of Parliament.

I forthwith addressed a letter to His Excellency the Governor remonstrating against the Act, and received a reply from his Secretary, telling me that my letter had been referred to his Responsible Advisers, from whom I would hear. By the same mail, as intimated, I received from the Colonial Secretary a letter telling me that he had received my letter addressed to the Governor in reference to the Land Orders and Scrip Act of 1856, and he informed me that it was proposed in the next Session to amend the Bill, but whether it would in any way lessen the injustice I complain of he did not say. During the Session of 1858, I requested one of the representative members to let me know what amendment was proposed in regard to the Land Orders and Scrip Act of 1856. I received a letter from him telling me that the Lower House had amended the Bill, and had allowed people to have "one acre of town land or 12½ acres of suburban land, or 50 acres of rural land for every 50 acres of land which they had selected at (About August) 1857.

F. A. Carrington, Esq.

1 July 1861.

the Waitara," sixteen years before; and he significantly asked me if that would not satisfy me. Monstrous injustice! insult added to injury!—to take from myself and friends all our 50-acre selections of land on the banks of the Waitara, and give us in lieu one acre of our own land for every fifty we owned—forsooth, because the Provincial Government and other parties wanted the land for themselves, for the purpose of laying out a town to suit their own views. Would Ministers have brought in such a Bill had they owned the land at Waitara? Alas, no! It is a blot on the Statute Book of New Zealand, and is worse than any American repudiation. However, learning from the member, as I have stated, the nature of the amendment made to the Act, (and which he informed me had actually passed the Lower House,) I lost not a moment in sending overland the draft of a letter to the Colonial Secretary, and told him I would forward it to an influential Nobleman in England if the Bill was passed in its present shape. I requested him not to submit it for the Governor's approval until he saw me, and that I would leave for Auckland by the first vessel. I reached Auckland sometime in July, 1858; I saw the Governor with Mr. McLean. His Excellency said to me, "Mr. Carrington, yours is a very hard case, &c.," and told me to see Mr. Stafford and Mr. Richmond about it. I called upon these gentlemen, and, after talking some time with Mr. Stafford, and pointing out to him the flagrant injustice of the Bill, he told me that he did not understand the merits of my case, but that Mr. Richmond being a member for New Plymouth, he knew all about the matter, and he requested me on that account to talk it over with Mr. Richmond. This I did at some length, and appealed to his feelings, telling him him that, acting under the advice of the late Lord Vivian, the then Master-General of the Ordnance, who was also a Director of the Plymouth Company of New Zealand. I had given up fifteen years service in the Ordnance Department for the purpose of making better provision for my family; that Lord Vivian had strongly impressed upon me the great value a few years would give to the land I might buy, and the handsome provision I should make for my family, &c. After listening to me, Mr. Richmond said, "You cannot expect the Province to go to the expense of acquiring the Waitara land, and then hand it over to you and your friends; the getting of Waitara will be attended with great expense." I answered, "The Province accepted of the land with all its liabilities, and therefore it is the bounden duty of Government to give us the land we selected, and not to wrong us in the way proposed by the amended Land Orders and Scrip Act of 1858. Moreover, Mr. Richmond, there is an Act of Parliament which I feel satisfied will subvert the Bill, and I am resolved, if the Bill passes as it now is, to memorialize the Colonial Government and the Imperial Parliament." Mr. Richmond then remarked to me that such a course would only injure the settlement, that the Home Government had now resolved to leave the entire management of the land in the hands of the Colonial authorities, and he would not believe that I would take any step that would injure a settlement and people of a place I had founded. I then said to Mr. Richmond, "Give me a copy of the Bill as it now stands, and I will consider the matter and see what I will do to meet your wishes, for, rather than injure the settlers and the settlement, I will make great sacrifices. I certainly selected and laid out the settlement of New Plymouth, and no doubt have been the means of causing many people to invest and locate themselves there, and as you tell me that the Province would never go to the expense of acquiring my land and the land of my friends at the Waitara and then hand it over to me, I see there is no hope, either for myself or the settlers unless I sacrifice and compromise." I left Mr. Richmond and saw Mr. McLean, and showed him the fix in which I found myself placed. Mr. McLean told me that had he not been called away from the Waitara by Sir George Grey a few years before, he could have satisfactorily closed the purchase of the Waitara land, and I should then have enjoyed my property there without dispute or hindrance, but unfortunately he was called away, hence the cause of the injury inflicted upon myself and those I represent.

I said to Mr. McLean, "I do not know what to do—will you advise me—for I see clearly unless I do something myself no steps will be taken to acquire the land." Mr. McLean replied, "Well, Carrington, I cannot advise you in the matter, you must judge for yourself." I left him, and after thinking the case over and over again for days, I made up my mind not to memorialize the Colonial Office and Parliament on the matter, and endeavoured to do the best I could for myself and friends. The result was that I succeeded in getting a clause of the Bill altered to this effect,—that whereas we were to receive only 12½ Suburban acres, or 50 rural acres for every 50 acres we had at the Waitara, we were to be allowed 37½ Suburban acres, or 75 Rural acres, and to have a priority of choice before any purchasers.

I remain, &c.,

To A. B. Abraham, Esq. FRED. A. CARRINGTON.

Land Orders and Scrip Act.

Auckland, 2nd August, 1858.

SIR,—

In reference to the individuals who under the judicial award of Her Majesty's Commissioner of Land Claims own land in the Waitara District, in the Province of New Plymouth, I now do myself the honor to state that I, on the part of myself and those I represent (viz. :—Edward Rose Tunno and Edwin Downe) am willing to abide by the conditions of Clause 8 of the amended Act substituting for 12½ acres of Suburban Land, 37½ acres; for 50 acres of Rural Land 75 acres.

I have, &c,

FRED. A. CARRINGTON.

The Honourable C. W. Richmond,
Colonial Treasurer, Auckland.

F. A. Carrington, Esq.
1 July 1861.

2. *Chairman.*]—What was your object in calling upon Mr. Richmond ?—I was aware that there was an Act before the House affecting the Land Orders and Scrip Act of 1858, and I wished to get some alterations made therein more favourable to my interests.

3. Mr. Abraham states that in the course of your conversation with Mr. Richmond he (Mr. R.) represented that an effort should be made to acquire the Waitara land, and that a Town should be laid out there. Can you give any particulars of this interview ?—That is not correct. Mr. Richmond did not state "That efforts should be made to acquire the Waitara land,"—what he said was this "A Town will be laid out at the Waitara."

4. Had Mr. Richmond at the time you had this interview with him any private interest in any land in the Waitara district ?—Not any that I am aware of.

5. *Mr. J. C. Richmond.*]—Was Mr. Abraham an original purchaser of land at New Plymouth? No, Mr. Abraham purchased the sections alluded to in his petition about eleven years since.

6. *Mr. O'Rorke.*]—What was the original cost of the 50 acre allotment?—£75 and a ¼ of an acre of Town land went with it. The Town sections were sold for £12 10s.

7. *Chairman.*]—Did Mr. Richmond represent to you "that the Waitara land would not be acquired by the authorities, in order to be handed over to the land claimants on account of the great expense necessary for the purpose" ?—What Mr. Richmond said to me was this, "Mr. Carrington, you cannot expect the Province to go to the expense of acquiring the land at Waitara, and then hand it over to you and your friends; the getting of Waitara will be attended with great expense."

8. Could the Government formerly have acquired the land at Waitara?—Certainly, I could have bought the whole district for £1000, and so could Mr. McLean.

Witness discharged.

C. W. Richmond, Esq.
15 July 1861.

Mr. C. W. Richmond examined.

Witness put in the written statement hereunto annexed.

9. *Mr. Brandon.*]—Do you know whether the Provincial Authorities of Taranaki intended to lay out a Township at Waitara?—It was always taken for granted that a Town would be laid out at Waitara when acquired, just as at Manawatu it was always supposed that a Township would be constituted.

10. Did the Provincial authorities ever take any steps towards laying out a Township at the Waitara in anticipation of its being acquired ?—Not that I am aware of.

11. The Township of Manuwatu that you referred to was a Township laid out by the parties who originally selected the land—was it not ?—I cannot say.

12. *Chairman*]—Were the Scrip Acts of 1856 and 1858 dealt with as Public Acts ?—They were.

13 *Mr. Brandon.*]—Was there any proposal made that the original purchasers of Waitara should pay any proportion of the purchase money for the acquisition thereof ?—I never heard of any.

F. D. Bell, Esq.
30 July 1861.

Mr. Dillon Bell examined.

14. *Chairman.*] Supposing the prayer of Mr. Abraham's Petition granted, and that he were consequently allowed to retain his sections at the Waitara, or to take his chance of their being hereafter obtained from the Natives, would other individuals still remaining subject to the operation of the Land orders and Scrip Acts within the Province of Taranaki, not have a great right to complain ?—Of course they would.

15. Mr. Abraham I believe was not an original but a secondary purchaser from the New Zealand or New Plymouth Company: do you consider his position as such secondary purchaser, and his present claim, to be as strong as if he had been one of the original purchasers of land in that settlement ?—His legal position is of course the same, but I do not think that any secondary purchasers have the same moral claim as those who formed the settlement.

16. Putting together these circumstances—Frst, that the Crown has not yet acquired the North Waitara block from the Natives (or disclaims all title to it): Secondly; That Mr. Abraham's purchase of land orders entitling him to select land at New Plymouth was not from the New Plymouth or New Zealand Company, but from a private individual in the year 1848 or 1849, when the various difficulties in carrying out the original scheme of the settlement of New Plymouth, arising out of the disallowance of Mr. Spain's award by Governor Fitzroy, and other circumstances, were matter of notoriety both here and in England, and plans had already been originated for remodelling that scheme, and adjusting the conflicting claims of individuals under it: Thirdly; That Mr. Abraham received, and appears to have retained, the Company's supplementary or Compensation Land Orders issued in 1849, entitling him to surrender the land first chosen for him, and to select in lieu of it other land elsewhere: Fourthly; That the compensation to which Mr. Abraham, like others relinquishing land at New Plymouth, would be entitled under the Land Orders and Scrip Act of 1858, would really put him in a better position than he would hold supposing he retained his original selections on the North bank of the Waitara, and the Native title thereto were extinguished: and Fifthly; That Mr. Abraham did not take the precaution of appointing an agent in the Colony to look after his interests as a land claimant within the Province of Taranaki, the circumstances of which Province, in relation to such claims as his, had long been notoriously most critical and precarious:—what do you consider to be the moral claim he now has to have his case exempted from the operation of the Act referred to ?—I cannot consider that Mr. Abraham has any better claim to be relieved from the operation of the Act than any other purchaser under the New Zealand Company; and I have already stated my own opinion, that under all the circumstances of the case, the holders of New Plymouth Land Orders are in a better position by the Act of 1858 than they would have been under the Land Orders, unless of course all the sections were acquired at the same time and were free to be granted without risk of being interfered with by Native reserves.

MEMORANDA

BY

MR. A. B. ABRAHAM AND MR. F. A. CARRINGTON

ON THE

REPORT OF THE COMMITTEE OF PRIVATE GRIEVANCES

ON THE

PETITION OF MR. A. B. ABRAHAM.

PRESENTED TO THE HOUSE OF REPRESENTATIVES BY COMMAND, SEPTEMBER 6TH.
AND ORDERED TO BE PRINTED.

FURTHER PAPERS RELATIVE TO THE PETITION OF A. B. ABRAHAM.

No. 1.

Auckland,
31st August, 1861.

SIR,—

I do myself the honor of enclosing a printed copy of the Report of the Committee of Private Grievances on the Petition of Augustus Brown Abraham, with remarks upon certain paragraphs which appear to require explanation from me.

I have, &c.,
FRED. A. CARRINGTON.

The Hon. Wm. Fox,
Colonial Secretary

Enclosure in No. 1.

NOTE 1.

"*The 27th Clause of the Petition.*".....(*Page* 4. *Par. No.* 3.)

I most unequivocally state that I did threaten to memoralize the Colonial Government and the Imperial Parliament. The threat was not regarded as absurd at the time I made it—for the Colonial Government and Parliament did not know the injustice the Bill inflicted on Waitara claimants. Is it absurd to suppose that were a town laid out on the contemplated site at Waitara, that people would be deterred from investing in buildings and other improvements upon land which an honorable and equitable tribunal would compel them to surrender to the rightful owners ?

NOTE 2.

"*Mr. Carrington will, I have no doubt, confirm my statement on this subject.....*
(*Page* 4. *Par.* 6.)

I do.

NOTE 3.

"*Every one, therefore, who accepted.*".....(*Page* 6. *Par.* 4.)

Before I agreed to accept "the supplementary or compensation land orders" offered by the New Zealand Company, in their circular of the 6th October, 1849, I called at the New Zealand House, and was there informed that by accepting the said proffered compensation I should in no way invalidate my claim to the land I had formerly selected and taken possession of at Waitara. On the contrary, I was assured that I might retain my holding until the land was acquired from the Natives. At subsequent periods, I was also assured by the Chairman of the said Company that every effort on their part would be made to obtain the Waitara land for the purpose of handing it over to the several claimants.

NOTE 4.

"*There is only one other point.*".....(*Page* 6. *Par.* 7.)

My letter, addressed to Mr. Abraham on the 31st January, 1861, I believe to be strictly correct. The amended Bill of 1858, as it was first framed, gave to New Plymouth land claimants one acre of town land, or 12½ acres of suburban land or 50 acres of rural land for every 50 acres which they formerly selected. The only means *I have at hand* to prove this statement is that, in my letter addressed to the Hon. C. W. Richmond on the 2nd August, 1858, I state that "I am willing to abide by the conditions of *clause* 8 *of the amended Act*, substituting for 12½ acres of suburban land 37½ acres, for 50 acres of rural land, 75 acres." It was *the amended Act of* 1858 from which I quoted the quantity of acres proposed to be given and not from the Scrip Act of 1856.

NOTE 5.

"*Mr. Carrington admits that it was "after asking Mr. Richmond to give him a copy of the Bill as it now stood.*".....(*Page* 6. *Par.* 7.)

The quotation—"After asking Mr. Richmond to give him a copy of the Bill *as it now stood*"—would lead Members to believe that, when I asked Mr. Richmond to give me a copy of the Bill, it was worded precisely *as it now is*. This is not the fact. And, first, I would

remark that the quotation from my letter is not correct; the words of my letter are "Give me a copy of the Bill *as it now stands*," *i.e.*, as it was then worded. It was after getting a printed copy of the proposed *amended Bill* of 1858, "and thinking the case over and over again for days," that I got the concession made from 12½ acres of suburban land to 37½ acres, and from 50 acres of rural land to 75 acres. I think that my letter of the 2nd August, 1858, to Mr. Richmond shows the fact to be so, for I there refer to clause 8 of the *amended Act*, and say "*substituting for* 12½ *acres* of suburban land 37½ *acres; for* 50 *acres* of rural land 75 *acres.*"

NOTE 6.

"*Mr. McLean told me that had he not been called away from the Waitara.*".....
(*Page* 8. *Par.* 1.)

The following are Mr. McLean's own words, which I now transcribe:—

* * * "Taranaki by Sir George Grey a few years before, to adjust other important land questions at the South, and had it not been that his purchasing operations were suspended in consequence of a correspondence pending between the New Zealand Company and the Imperial Government in reference to the question of future purchases for the Company's Settlers, that the Waitara and Hua districts would then have been acquired."

No. 2.

Taranaki Confiscation Acts, 1856 & 1858.

[MEMORANDUM BY MR. ABRAHAM.]

Melbourne,
9th August, 1861.

Mr. C. W. Richmond is reported to have said in the House of Assembly, "It is of the operation of the Law (Scrip Act) in the interval between 1856 and 1858 that Mr. Abraham complains," and he adds "It was quite unnecessary for the Government to coerce the claimants into a settlement since settlement had already been made two years before."

Does Mr. Richmond mean to say that Mr. Abraham's complaint has been or is limited to that period? Will Mr. Richmond answer the following questions?

Professedly an Ordinance to regulate the administration of Lands at Taranaki.

Was not Mr. Richmond about 1854 or 1858 the author of a Provincial Act having for its object, in effect, the confiscation of the land claims at Waitara? if not, who was the author? Was not Mr. Richmond the Provincial Attorney of the Province at the time the legislation referred to was attempted?

(See New Plymouth Gazette and Proceedings of Provincial Council.)

Drafted by Mr. Abraham.

Was not such Provincial Act disallowed by the Governor in consequence of a Memorial from the land claimants?

Does Mr. Richmond deny the existence of a party in Taranaki who ridiculed the notion of the Waitara lands being acquired and then handed over to private individuals, and who exerted themselves by various means to induce individual land claimants to re-select, &c. ?—(Mr. St. George and others could give information on this point if they pleased.)

Mr. Abraham having been absent in Australia so much, is dependent on hearsay for much which may not be strictly correct.

Can Mr. Richmond deny that he has held himself out at Taranaki as the champion of the settlers and avowed his object to be to break through the alleged Native Land League?

Will Mr. Richmond say that Mr. Sewell not only moved the resolutions in 1856 but *that he* also suggested them?

Does Mr. Richmond deny having had anything to do with the framing of these resolutions, especially so far as they affected Taranaki?

Perhaps he merely assisted Mr. Sewell with a "Memorandum" and so inaugurated the system of Irresponsible Government by endorsement lately so much the fashion in New Zealand.

When Mr. Abraham returned to Auckland in Christmas, 1856, and found the "Scrip Act" passed he had an interview with Governor Browne and remonstrated, who told him that he had been obliged to assent to the Act because (as Mr. Abraham understood him) his Advisers made it a Ministerial question, that he considered the Act nothing more or less than a *confiscation* of the right of the Land Claimants, and that he had written home to the authorities to that effect, and hoped it would not be allowed to become Law.

That is the leaving the Act to its operation.—See Gazette of June, 1858, 28th and 30th, I think.

Mr. Richmond says, "the 'Scrip Act, 1856' after long consideration received the Royal Assent." Was not the delay in consequence of the Governor's Despatch? and did not the Assent come out after the Government had set to work to amend the Act?

Is it true then that a "settlement" had been made two years before 1858, as stated by Mr. Richmond?

The facts are these:—

Mr. Abraham on his visit (Christmas, 1856) also remonstrated with Messrs. Stafford, Whitaker, and Richmond about the Act, the case of hardship was admitted by them; interests of the public and public expediency were talked about, but each Minister shifted the blame from himself upon his fellows, and upon Mr. Sewell (then absent) and who was alleged to be mainly responsible. Mr. Sewell on his

return subsequently denied this to be the fact ; Mr. Abraham pointed out to them that the Assembly had no right to legislate about the lands, if still Native, and that it was monstrous to legislate about private contracts especially without notice, and he intimated that he would contest the matter in the Supreme Court when the time arrived.

Mr. Stafford and Mr. Whitaker in consequence assured Mr. Abraham that the Act should be reconsidered.

The Ministers instead of repealing the Act (1856) passed the Amended Act (1858) without any notice to Mr. Abraham.

(It has always appeared to Mr. Abraham that they had determined only to acquire land on the south bank of the Waitara, and as they knew he could do nothing until lands on the North bank were acquired, they resolved simply to give such an increased measure of compensation as would satisfy the claimants on the south bank, or their agents then in the Colony.)

Now Mr. Richmond would have the public believe that the legislation on this subject was in no way influenced or connected with the desire (to put it no higher) of the Taranaki settlers to acquire the Waitara or the subsequent acquisition of land there, and that the statesmen who originated the measure had not an eye to that locality. Well ! can Mr. Richmond explain what public exigency required the passing (of) the Acts ? The claimants had been compensated for their past non-possession and if they chose to wait until doomsday for the acquisition of the sections, it could not prejudice anybody save themselves.

Why was the passing the Act (1856) made a Ministerial question as between themselves and the Governor ?

Why did they disregard the remonstrance of the Governor ?

Was the fact of the Governor's disapproval of the Act of 1856 withheld from the knowledge of the House when the Act of 1858 was introduced ?

Had not the Act (1858) passed the second reading, and gone through Committee before the other Act (1856) had been left to its operation, (in fact gazetted). See *Gazette*, June 1858.

Mr. Abraham believes the Act (1856) recites that there are only 25,000 acres of land at Taranaki remaining undisposed of, and recent events have been justified on the ground that the settlers at Taranaki had no lands for their increasing flocks and herds,—the lands on hand being forest and worthless.

If so, how does Mr. Richmond justify taking away the choice 50 acre sections at Waitara from the original claimants, and obliging them to re-select with or without compensation (scanty measure of justice !) from the same worthless 25,000 acres ?

Will Mr. Richmond also state where the town was to be proclaimed (if not at Waitara) in which *one acre* would be equal to *fifty acres* at Waitara ?

When Mr. Abraham returned to New Zealand in January, 1859, and found the Scrip Act (1858) passed, he again saw the Governor on the subject, who expressed his sympathy most cordially, and again designated the Act as a *confiscation* of the rights of the claimants, and he stated that he had reserved the Act for the Royal Assent.

Mr. Abraham again remonstrated with the Ministry, who simply joked and talked about public expediency, &c., and value of Government townships as compared with those of private individuals, &c. Mr. Abraham distinctly told them he would litigate the matter and endeavour to stop the Bill becoming Law.

Mr. Sewell had then returned, and Mr. Abraham explained and discussed his position with him. He denied being the chief mover of the Act of 1858 and blamed Richmond ; he said he thought the Home Government would not interfere, as it was not a claim involving loss of money, and promised to assist on any future occasion.

Mr. Abraham drew up a long Memorial to the Governor against the Act (of) 1858, which he handed to him personally before leaving Auckland (about May 1859) and he also gave a copy to Mr. Sewell, the prayer of this Memorial was as follows :—

"Your Memorialist therefore prays that in case the said Land Order and Scrip Act shall receive the Royal Assent your Excellency will be pleased to delay the Proclamation of such Assent until after the meeting of the General Assembly so as to afford the Assembly the opportunity of again reviewing their legislstion on the subject, and to that end that your Excellency will be pleased to cause a copy of this Memorial to be laid before the Assembly, or adopt such other course in reference thereto as to your Excellency may seem fit, and that in case your Excellency feels bound in point of form to proclaim the said Act immediately on the receipt of the Royal Assent then that your Excellency will be pleased in the event of any of Memorialists land being acquired at New Plymouth to withhold such land from the Provincial Authorities and to cause the same to be granted to your Memorialist, in due performance of his contract, as acknowledged, confirmed, and partially acted upon as aforesaid, or that at all events no part thereof may be allowed to be dealt with until Memorialist has the opportunity afforded him of submitting his right and the legality of the proceedings complained of for the decision of the Supreme Court of the Colony, or that your Excellency will be pleased to adopt such other measures as shall seem to you advisable for the purpose of protecting the just rights of Memorialist, and your, &c., &c."

The Governor officially acknowledged the receipt of this Memorial, and stated he had handed it to his Responsible Ministry ; the latter did not acknowledge the receipt until very long after.

Will Mr. Richmond explain why the fact of the Memorial having been received was not brought before the House of Assembly during the last session of the old House ?

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*.

At Bank.

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 1858. Teira's land was offered in March 1859, but the survey was not attempted till February 1860. 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 Teira.

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.

37, Temple Court, Melbourne.