

made by which this grant was issued, and, as part of the policy of the day, 20 acres were held back. I can point to evidence to be found amongst the papers, that before the issue of the grant Meurant must have known that there was to be this "adjustment;" and that if he should obtain the grant which he so strongly pressed for, it would not be a grant of the whole of the pieces of land he asked to be granted, on the ground that they had been given by the original Native owners to his wife for the support of herself and her children. That the grant was purposely issued for less than the number of acres, I presume cannot be disputed. Meurant himself has thus stated the matter, and attributed it directly to Sir George Grey, who, it may be observed, did not issue the grant, the grant being issued under the hand of Lieut.-Governor Pitt. I refer to the papers as showing plainly that at the time this grant was issued every person connected with the administration of the Government was impressed with the idea that both pieces of land (two pieces of land being mentioned for the first time in Meurant's letter of 20th July, 1848,) had been given by Natives for the benefit of Meurant's wife and children; whereas one of these pieces, the 14-acre piece I may call it, Meurant himself in his lifetime admitted was not a gift but a purchase. He also declared that he made a mistake in speaking of it as a gift; and attempted to explain his error, as he termed it, by saying that he thought that when he applied in May, 1844, for the waiver of pre-emption, it was in respect of the land given to his wife. This is not altogether a satisfactory explanation, for Meurant must surely have known that it was useless to apply for the waiver of the right of pre-emption of a piece of land on the north side of the Tamaki Road, which would be directly in the face of Governor Fitzroy's Proclamation of 26th March, 1844. I refer also to the papers and the Proclamations of Governor Fitzroy, relating to the waiver of the Crown's right of pre-emption, and subsequent notices in the *Government Gazette*, as all showing that Meurant had no right to the 14-acre piece. Not only did he never obtain a certificate of the waiver of the Crown's right of pre-emption, but also he had disintitiled himself to such a certificate, because he had, in the terms of the Proclamation of the 26th March, 1844, contravened the regulations thereby prescribed; and I say his conduct warrants at least a strong inference that he knew he could not obtain a waiver of the Crown's right of pre-emption over this piece of land; and, therefore, he adopted and carried out the suggestion by the Protector of Aborigines made in error. I have already taken up much of your time, but I ask you to be good enough to suppose that I take all this trouble because I think it my duty to submit my view of the case to the Government.

I beg your attention to the first fact in the case, E. Meurant's letter of the 28th May, 1844, to the Colonial Secretary, requesting that the Crown's right of pre-emption be waived over a piece of land situate at the junction of the Auckland and Tamaki Roads, containing 13 acres 3 roods 10 perches, purchased by him from the Native chiefs, Jabez Bunting and William Waters, and to the minutes on the back of it. The first is, "Referred to Protector." The next is by the Protector: "I had been given to understand that this piece of land was a gift from the chief Wetere Wata to Mr. Meurant's wife and children; if so, should it not be secured to them?—G. C." Then follows minutes by Governor Fitzroy, "Certainly.—R. F." "Dr. Sinclair informed the applicant that the land in question being held in right of his wife requires no purchase or deed of grant from the Crown." In reply to Meurant's letter of the 28th May, 1844, the Colonial Secretary wrote, 3rd June, 1844, stating he was directed to acquaint Meurant, in reply to his application for the waiver of pre-emption right over his land, that the land in question being held in right of his wife, no purchase or deed of grant from the Crown would be required.

Before the date of this letter—only the day before—it is true, but nevertheless before the application for the waiver of pre-emption, Meurant had purchased the land and obtained a conveyance of it from the Native owners, which, as I shall show presently, debarred him from obtaining the waiver of the pre-emption right. No answer was given by Meurant to this letter, and no evidence was produced during the inquiry to show that the land was a gift and not a purchase; but, on the contrary, it was shown that Meurant had distinctly admitted, after the Crown grant had been issued, that this land was a purchase and not a gift. The deed conveying the land was an ordinary purchase-deed, but without relying altogether on that, although it is the only evidence of the manner of acquiring this land which has been given, Meurant, nor any person on his behalf, has ever attempted to explain; Meurant, adopting this mistake of the Protector of Aborigines, and afterwards actually himself directly stating that this land had been given to his wife. If the fact had been that the conveyance in the shape of an ordinary purchase-deed had been obtained from and a sum of money paid to the Natives, conveying as a mere precaution and for better security, it is not probable that Meurant would not have advanced this as an explanation; but, as I have stated, no explanation ever has been offered, and there is a clear admission that the representation that this land was a gift was false. There is no other letter from Meurant referring to this land until the 11th June, 1846, in which he proceeds to represent this land as having been a gift to his wife, and then asks for a grant of the land to trustees for the benefit of his wife and children. I beg to refer you to the minutes on the back of this letter. It was forwarded for the opinion of the Attorney-General, and the Attorney-General suggests that a confirmatory grant from the Crown at least would be necessary, and that the Native owners should execute a conveyance to the husband for life, then to the wife for life, with the remainder to the children in fee, and proceeds to say, "In such case the Crown would exercise its discretion as to the quantity." On 11th December, 1846, Meurant wrote another letter referring to this letter of 10th June, 1846, reminding the Government that he had received no answer. On the back of this letter of 11th December, 1846, there is a minute by Governor Grey: "The whole subject requires a lengthened consideration, and a reference to the Home authorities;" and a minute by the Colonial Secretary, "Mr. Meurant informed accordingly."

I apprehend there can be no doubt that Meurant was informed fully as to the views of the Government, and even saw the minutes referred to, because he was an interpreter constantly employed about the Governor, and I think it clear that, very soon after this, steps were taken to carry out another of those "adjustments" so common at this time, by making a grant for the benefit of Meurant's wife and children. Amongst the papers there is a memorial to the Governor from a man of the name of Sharp, stating that he had leased from Meurant a piece of land at Remuera for seven years, and had