

the issue of a grant, was in the hands of the General Government of the colony for the benefit of the persons to whom the reserve belonged. That is the ground of my petition. I will in my statement make clear the great confusion that has existed with regard to this land, and the payment of £5,000. At the time of the sale of the Otago Block it was stated by the Natives that they had been in actual occupation of this land in question, and when Mr. Wakefield went there to purchase they begged this portion might be excepted from the sale—at least put in the same position as other Native reserves; but it was not actually done on account of the proposal Mr. Wakefield made about the tenths. The Maoris had been living upon this very piece of land from the period anterior to the arrival of Mr. Wakefield up to the time Mr. Mantell went down; and when the Town of Dunedin was formed the Natives were there living. When Mr. Mantell went to the Middle Island on land matters, he found the Natives living on this land. The town was growing, and the Natives asked Mr. Mantell when Mr. Wakefield's promise would be carried out as to the reservations of land. Mr. Mantell said he did not know what Mr. Wakefield had promised. Taiaroa begged Mr. Mantell to reserve this land for them as a place on which they could live. Mr. Mantell agreed to reserve that piece of land. It was not a simple assent that they should have the reserve. Mr. Mantell, accompanied by Taiaroa, Karetai, and others, went round the boundaries of this piece of land and put in pegs, and I saw them do it. I was quite a boy at the time. We considered the land to be entirely for Native purposes, and we believe Mr. Mantell sent a report to the Government, but we cannot say that for certain. Then this land was leased to Europeans, and European buildings were put up on it. The money was paid to the General Government at Wellington. The money was paid in to the Colonial Treasury. That occupation went on up to the time the grant was executed by the Governor to the Superintendent of Otago. The total amount of rent received for that land, from the time Mr. Mantell said it was to be for the Natives up to the date of the execution of the grant, amounts to £6,000 some odd shillings. Between the periods that Mr. Mantell gave the land and before it was granted, a stone house was put up on this reserve as a house for the Natives. It was put up on this very land. It was built by the Government for the Natives, and was a place where the Maoris could stay, and was to be used by them as a market-place. The house stood there up to the time the land was granted, and then it was knocked down. The stones of which that house was built were taken away to another place, and Hoani Korako, Taare te Kahu, and others, went to Mr. Strode, the Commissioner, and asked him for what reason the house had been knocked down and the materials taken away. Mr. Strode said the intention was to put up a better house and to level a portion of the land and improve it. After that we all heard that the Governor had executed a grant of the land to the Superintendent of Otago. At the time I heard the grant had been executed I wrote to Governor Grey, about 1866 or 1867, and asked him in what position that land was. I received no reply to that letter. After that Sir George Grey went down to the Middle Island and to Otago, and I then made an application to him for the restoration to us of that land. Sir George Grey said I should come up here to Wellington, and I and Timoti Karetai accompanied Sir George Grey on his return to Wellington—just at the time he was going away from New Zealand. When I got here I became aware, and was informed by Mr. Mantell, that that land had gone from us owing to its being granted. Mr. Rolleston was at that time in the Native Department. Mr. Mantell and I sought an opinion on the subject from a legal gentleman in Auckland. I waited here for a considerable time to hear his opinion, but did not hear it. I then returned to Otago, and Topi came up to Wellington. Topi had an interview with Governor Grey, and asked for some money to enable him to take legal proceedings in the matter. Sir George Grey agreed to allow a portion of the rents of the reserves on the West Coast of the Middle Island to be taken for the purpose of prosecuting this suit. Mr. Mantell and Topi put the case into the hands of Mr. Izard, of Wellington. We then ceased to do anything in the matter. The case was put into the Supreme Court. The case was heard at Otago. There were no Native witnesses called to substantiate their claim; neither was Topi, who sent the petition to the Governor, called upon to give evidence. I am not certain whether the Court sat in Dunedin or not, but I believe it did.

4. *Hon. Mr. Fox.*] Where was Mr. Izard, your lawyer?—He was here, but Mr. Turton was acting for him.

5. Do you know what was the result of that trial?—I believe the decision was given against the Maoris. We lost the case. We appealed to the Court of Appeal. The case was heard before the Court of Appeal in Wellington. No witnesses were called, and the matter was argued out by counsel. I believe the Judges did not allow any jury. The Court of Appeal gave its decision against the Maoris. I got a communication from Mr. Mantell, requesting me to come up here at once, as I had lost the case. I wish to say I forgot that, previous to my coming up, Mr. Mantell and Mr. Izard had sent a petition to the Privy Council, and our petition was accepted. It was agreed that the case should be gone into. It was then that Mr. Mantell sent for me to come here and make arrangements about the costs. I asked Mr. Mantell and Mr. Izard how much would be required to be sent to England. I was told it would take £500; that the £400 previously taken out of the Greymouth Reserve had been expended. I asked the Greymouth Natives to allow me to take £1,000 out of the reserve, and they telegraphed to me that they were willing. They agreed I should be allowed to take £1,000. We collected some money ourselves, and I asked Mr. McLean to give us £500 out of the £1,000, and he did so. £500 was paid to Mr. Mantell. The case went on, and a summons was sent to Mr. Macandrew, informing him of the proceedings at Home, and he came to me in 1872, and asked me to stop the case, because he did not know which of us would fail. He made a direct application to me to stop the proceedings, but I did not consent. The session ended, and we dispersed to our different homes. After I got back to Otago, Mr. Macandrew asked me to write requesting that the case might be stopped. A proposed document was written out, and when I saw its contents I did not agree to sign it. I told Mr. Macandrew that I would be disposed to stop the proceedings, but requested that Mr. Mantell and Mr. Izard should be communicated with, and if they consented I would consent also. Mr. Macandrew appointed Mr. Vogel to look after his case, and he and Mr. Izard came to an agreement for the purpose of stopping his case. This had nothing to do with the back rents. That was my impression. The question of the rents was not a part of the proceedings. I agreed that Mr.