

76. *Hon. Mr. Fox.*] Did you ever have a reply to that?—No. I had verbal communications with Mr. McLean, and he never raised any objection to the view I took. Later on the final award was made. It was in these terms. (See Appendix.) I should like also to put in the following letter, which I have Mr. Mantell's authority to use. It is as follows. (See Appendix.)

77. *The Chairman.*] In these letters you make no allusion to any claim which the Natives might still have preserved. One would gather from your letters that the compromise was regarded by you as final?—I had nothing to do with that question.

78. You were in frequent communication with Mr. Mantell on the subject?—Not otherwise at that time than by the correspondence which I have quoted. Subsequently I was.

79. Did it not appear to you as being singular that no intimation should have been given that the Natives had preserved certain claims, if they were preserved?—I cannot say that that ever occurred to me, nor can I say now that it appears singular. I think the question as to whether rents accrued before the Superintendent of Otago, through the Crown grant, obtained any claim to the land were the property of the Natives is quite apart from the question of the land. In common fairness, I think the rents that had accrued before the Superintendent of Otago got his rights were bound to be dealt with in the interests of the Natives.

80. The position of the Natives at that time, if we may judge from present allegations, was this: "We will take £5,000 as a compromise, but by-and-by we shall ask for £6,000 more." Did you know at that time that that was the position taken up by them?—I cannot say that I was aware of it at the time of the negotiation, with which I had nothing to do until I came up here; in fact, the question never occupied my mind.

81. What is your belief in the matter. Do you think there was any intention on the part of the Natives to bring forward a claim at some future time, that they did not regard that compromise as final?—I have no knowledge of the feelings of the Natives—but after what Mr. Izard has said, I think it is clear that those who were acting for them intended to bring the claim forward.

82. Notwithstanding that, not a word passed between Mr. Izard and Mr. Vogel on the subject?—I am satisfied on that point, because of what Mr. Izard states passed between him and Mr. Mantell.

83. Do you think it was quite fair of Mr. Izard to have been in communication with Mr. Mantell on the subject, and to make no allusion to it when arranging the terms of the compromise with Mr. Vogel?—I should not like to express the opinion that there had been any unfairness.

84. Do you think it was fair?—It would depend upon circumstances altogether. I am really not in a position to judge. So far, I cannot see anything unfair in his conduct, acting as he was in the interests of the Natives.

Mr. C. B. IZARD examined.

85. *The Chairman.*] The Committee are desirous of having your evidence upon a claim made by Mr. Taiaroa with respect to certain old rents accruing from the Princes Street Reserve, Dunedin. The petition does not raise the question of title at all, and Mr. Taiaroa in his evidence states that he has abandoned that; but he claims £6,000 old accrued rent. The point on which the Committee are most anxious to get information from you upon is as to the nature of the agreement under which a certain sum of money was paid in 1872 or 1873?—I will tell you at once all I know about the matter. I was engaged on behalf of the Natives in prosecuting a writ of *scire facias*. The decision of the Supreme Court being against us, we appealed to the Privy Council. While this appeal was going on, one day in November, 1872—the 20th November, 1872—Mr. Vogel sent a note to me requesting me to meet him. I went to him, and he told me he wished to speak to me with respect to the action pending, in order to see if anything could be done towards making a settlement. I said I should be perfectly willing to recommend a settlement if that were possible. We sat down, and terms were sketched out. I told him I did not like to do anything definitely without first consulting with Mr. Mantell. Mr. Mantell was close at hand, and I left Mr. Vogel and consulted with Mr. Mantell, who agreed with what had been suggested by Mr. Vogel, and on my return a memorandum was signed by both of us. A rough draft of our agreement was made by Mr. Vogel himself, and of that copies were made. I signed one and Mr. Vogel signed the other. A copy of that signed by Mr. Vogel I hand in. (See Appendix.) I should say that in the course of the proceedings there was a good deal of discussion about the terms. Mr. Vogel wanted us to waive the question of costs and not to press our claim for the refund of the sum of £500 advanced to Mr. Mantell out of the Greymouth Reserves Fund. However, I would not agree to that. Of that sum of £500, £150 had been given to me to send Home to pay legal expenses connected with bringing the matter before the Privy Council. The arrangement made between Mr. Vogel and me was that a sum of £5,000 was to be paid as a compromise—made up of a sum of £4,650 and the balance remaining in Mr. Mantell's hands, £350.

86. Did you understand that the stopping of the action agreed to by that document involved an abandonment by the Natives of all claims?—Certainly not; for this reason: I went to consult Mr. Mantell about the terms offered, and I remember distinctly that we had a discussion on that point, and we decided that no such thing should be agreed to.

87. What then did the compromise settle?—It settled this: We had brought a writ of *scire facias* to repeal the Crown grant. It was decided against us in the Supreme Court, and we had appealed to the Privy Council. We thought we had good ground for an appeal, and we had every hope that we should have succeeded had we gone on with the case. Mr. Vogel, however, said the Government were desirous that the action should be stopped. The Provincial Government of Otago wanted possession of the land, and wished the action stopped. That we agreed to do.

88. But what advantage would Mr. Vogel or the Superintendent of Otago have gained from the stoppage of the action?—They got the land. Our action was to repeal the Crown grant, and if we had got it repealed it might have come back to us absolutely. If we had got the grant repealed there was nothing to prevent us from applying to the Crown and getting the land. That was our object. But in agreeing to the compromise we gave up the land.

89. *Hon. Mr. Fox.*] What did the compromise leave open?—I cannot tell what it left open. I can tell you what it settled. It settled the question of ownership.