

1885.
NEW ZEALAND.

NATIVE AFFAIRS COMMITTEE.

REPORT ON THE PETITIONS OF RENATA ROPIHA AND OTHERS AND HERA TUHANGAHANGA AND OTHERS; TOGETHER WITH MINUTES OF EVIDENCE.

Report brought up 10th September, 1885, and ordered to be printed.

REPORT

ON THE PETITIONS OF

No. 16, Sess. II.—RENATA ROPIHA.

No. 171, Sess. II.—HERA TUHANGAHANGA and 15 others.

No. 61, 1885.—RENATA ROPIHA.

No. 81, 1885.—RENATA ROPIHA and others.

PETITIONERS pray that the back rents, with interest accrued thereon at 10 per cent. per annum (as agreed), for the Himatangi Block may be paid over to them, as the hapus to which they belonged refused to join in the deed of cession to the Crown, in consequence of which the rent-money has been impounded ever since.

I am directed to report as follows :—

1. That the petitioners applied for the back rents and interest accrued on the Himatangi Block prior to the passing of the Himatangi Crown Grants Act.
2. The condition that all claim to this money was to be waived in consideration of the petitioner's getting the land was not adopted.
3. The Government admitted the principle that the money on account of rents, &c., was due ; and this is proved by their having placed a sum upon the estimates for that purpose.
4. The report of the Native Affairs Committee of the Legislative Council in 1883 fairly meets the merits of this case.
5. Your Committee, therefore, recommend that the claim for accrued rents and interest should be discharged in full by the Government, and that the propriety of reimbursing the expenditure, and discharging the reasonable liabilities incurred by the petitioners in this matter, should be considered in a liberal spirit.

10th September, 1885.

J. B. B.-BRADSHAW,
Chairman.

MINUTES OF EVIDENCE.

PETITION OF RENATA ROPIHA.

WEDNESDAY, 29TH JULY, 1885. (Mr. B.-BRADSHAW, Chairman.)

Dr. BULLER examined.

Witness: The facts of the case are in the printed papers of the Legislative Council, 1881, No. 3. I will proceed to read therefrom my statutory declaration:—

I, WALTER LAWRY BULLER, of the City of Wellington, barrister and solicitor, do solemnly and sincerely declare,—
1. That for a period of three years—that is to say, from 1863 to 1866—I was engaged as assistant to Dr. Featherston, the Land Purchase Commissioner, in the acquisition of the Rangitikei-Manawatu Block, on the west coast of the Wellington Province.

2. That, as the illegal occupation of the land by European runholders under Native leases was complicating the question and causing difficulties to the Commissioner, the Government stepped in and impounded the rents, by prohibiting, under pain of expulsion, all payments to the Native owners pending the completion of the purchase.

3. That, as the negotiations with the several tribes occupied a long period, the back rents accumulated to a considerable sum, no attempt having been made to collect them till after the purchase was complete.

4. That after the completion of the deed of cession at Parewanui, in December, 1866, fresh difficulties arose, the sale being disputed by the Himatangi Natives and other dissentients, making it necessary, in the end, to refer the whole question of title to the Native Land Court; and that till the Court pronounced in favour of the Crown purchase, in 1869, no attempt was made by Dr. Featherston to recover the back rents.

5. That, when the day of reckoning at length came, several of the runholders were unable to pay the whole of their arrears, and Dr. Featherston was consequently obliged to compound with most of them, although acknowledging his liability to the Natives for the full amount due in each case, in fulfilment of the promise made when the rents were impounded, and often repeated afterwards.

6. That one of the runholders at that time was Captain F. Robinson, of Manawatu, who leased the Himatangi Block from Pitihira te Kuru and others.

7. That the amount due to the Himatangi owners at the time the rents were collected by Dr. Featherston was, according to their own statement, £500.

8. That the amount actually paid to Dr. Featherston by Captain Robinson was £400, and that the payment was made by cheque on the 12th day of January, 1870.

9. That all the rents so collected were paid into the Provincial Treasury, and from that source the claims of the Ngatiapa and other vendors, on account of back rents, were paid in full.

10. That no payment whatever was made on account of rents to the Himatangi Natives or to the Ngatikauwhata and other sections of non-sellers.

11. That, owing to the partial failure of the runholders to pay up their arrears, the funds in hand were insufficient to pay off the claims of those who were settled with, the deficiency being made up by the Provincial Government.

12. That the statement in one of Dr. Featherston's final reports, that he had settled in full with the Natives for the back rents, referred only to the vendors, the Commissioner declining to have anything further to do with those who had resisted the sale.

13. That, having assisted Dr. Featherston in all these matters, I am able to speak with some degree of positiveness on these points.

14. That when, in 1877, the question of the Himatangi land came before the Legislative Council, a pledge was given by Dr. Pollen, the then Native Minister, that the Himatangi owners should receive their share of the rent (amounting, it was alleged, at that time, with interest, to about £1,000), notwithstanding the decision of the Council to restore them the whole of the land claimed by them.

15. That a difficulty afterwards arose as to who were the right persons to demand the rents, many of the original lessors having in the meantime died.

16. That, as the Himatangi Crown Grants Act provided a machinery for ascertaining who were the real owners of the Himatangi Block, it was resolved to allow the question to stand over till a Judge of the Native Land Court had reported on the title.

17. That, since the last meeting of Parliament, Judge Heaphy, under an order of reference from the Governor, has held the necessary Court of inquiry, and has reported the names of those entitled to receive Crown grants for the several portions of the block.

18. That, throughout those proceedings, three representative chiefs—namely, Pitihira te Kuru, Renata Ropiha, and Roiri Rangihuea—acted on behalf of their respective hapus; and that, at the close of the case, a memorandum appointing me their agent to negotiate with the Government in the matter of the Himatangi back rents was read over to the assembled claimants and signed in the presence of Major Heaphy and the interpreter.

19. That a true copy of that memorandum is attached hereto, and marked A.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1866."

Declared at Wellington this twenty-third day of July, one thousand eight hundred and eighty, before me—

W. GIBBORNE, J.P.

W. L. BULLER.

A.

Foxton, Manawatu, 5th December, 1879.

We, the representative chiefs of the Ngatiteao, Ngatitiranga, and Ngatirakau hapus, hereby appoint Walter L. Buller, of Wellington, barrister-at-law, our agent for the purpose of negotiating with the Government in respect of our claim for the Himatangi back rents, impounded by Dr. Featherston, and amounting, as we believe, to £1,000, with interest also to present date. We hereby authorize the said W. L. Buller to make such terms or compromise with the Government on our behalf as he may think fit; and we hereby further authorize him to receive the amount when settled, and to sign receipts or acquittances for the same in our names and on our behalf.

Signed by the three representative chiefs of the above hapus, after being read over and interpreted in open Court to the assembled claimants at the close of the Himatangi case, in the presence of—

PITIHIRA TE KURU.
RENATA ROPIHA.
ROIIRI RANGIHUEA.

CHARLES HEAPHY,
Trust Commissioner.
E. T. WILLCOCKS,
Native Interpreter.

I wish to qualify the statement in section 10. I was wrong in stating that no money was paid to Ngatikauwhata; but that money was paid in respect of another part of the Rangitikei-Manawatu Block.

That statutory declaration really states the whole of the case so far as I am concerned. Acting under the authority copy of which is appended hereto, I had an interview with the Hon. Mr. Bryce, then Minister for Native Affairs. Mr. Bryce met me in a fair spirit, and I thought at one time the whole question was settled and the money would be paid; but in the end I was informed by Mr. Bryce that he had received some communication from Mr. Alexander McDonald, and had determined not to pay the money over without the consent of Parliament. But Mr. Bryce declined to let me see the communication which he had received, and I could only get access to it by getting a member of the Legislative Council to move for its production. Finding that Mr. McDonald's report called in question the accuracy of some of my statements, I wrote a reply, and that reply was laid upon the table of the Council. Then I advised my clients to memorialize Parliament again, which was accordingly done. Petitions were presented to both Houses during the session of 1883, and evidence of considerable length was taken before a Committee of the Legislative Council that session. At my request Mr. Alexander McDonald was required to attend, and he attended and gave evidence; and, as that evidence entirely clears up the supposed discrepancy, I will ask that it be now read. I will first proceed to read the letter creating the discrepancy. This was the letter written by Mr. McDonald to the Under-Secretary of the Native Department, and laid upon the table of the Council on the 3rd August, 1881, by Mr. Whitaker:—

Mr. A. McDONALD to the UNDER-SECRETARY, Native Department.

SIR,—

Awahuri, 6th August, 1880.

I have the honour to acknowledge the receipt of your letter of the 31st ultimo, covering copy of a statutory declaration by Dr. Buller in reference to the Rangitikei-Manawatu Block rents paid over by Dr. Featherston in 1870. As directed by you, I beg to forward the following information on the subject.

Although it is quite true, as stated by Dr. Buller (paragraph 5), that Dr. Featherston guaranteed that full payment should ultimately be made of "the full amount due in each case," yet this was in no respect understood to mean that he became responsible for an equitable individual or sub-sectional division of the gross amount. What Dr. Featherston was understood to be responsible for (namely, a tribal division of the gross amount) is set forth in two letters from nearly all or quite all the Ngatiraukawa chiefs, sellers and non-sellers, addressed to Mr. Richmond, then Native Minister, under date 23rd and 27th February, 1869, copies of which are attached hereto. From these letters it will be seen that all Dr. Featherston was expected to do was to pay over the gross amount of the impounded rents in certain proportions to the Ngatiraukawa, Ngatiapa, and Rangitane tribes, leaving them to subdivide their respective tribal shares as they pleased. You will observe the signature of Parakaia te Ponepa among the others attached to the letter of the 23rd, and I feel sure Dr. Buller will admit that he was the principal owner or claimant of Himatangi. I think also that it will be admitted by all who knew the old chief that he was a man particularly able and persistent in the maintenance of his rights, and that, as he was alive and well when Dr. Featherston paid over the rents, he probably either got his share or voluntarily relinquished it for some good and sufficient reason.

I have never seen the Himatangi lease to Captain Robinson, to which Dr. Buller refers (paragraphs 6 and 7), but I have always understood that Nepia Taratoa was the principal Ngatiraukawa lessor in that part of the Rangitikei-Manawatu Block; and I am quite certain that, although the original "Nepia" was then dead, his only son and his hapu generally, sellers and non-sellers, received the share of the rents allotted to them by the rest of the Ngatiraukawa tribe. Dr. Buller also states (paragraph 10) that Ngatikauwhata did not receive "any payment on account of the rents." This is quite incorrect. Ngatikauwhata received the share allotted to the hapu, and I personally assisted in the division of the sum as between the sellers and non-sellers. I may mention that Dr. Featherston stopped out of the Ngatikauwhata share a sum of £150 which the Government had previously advanced to me as agent of the non-sellers.

Dr. Buller says (paragraphs 15, 16, and 17) that a difficulty arose as to who were the right persons to draw the Himatangi rents. But certainly no such difficulty existed at the time the rents were paid over by Dr. Featherston, because, had he held himself responsible for an equitable individual division of the money, Parakaia was alive, and the Court had, only the year before, declared him to be the principal owner of Himatangi. Besides, Dr. Featherston had a copy of the lease to Captain Robinson, and must therefore have known the names of the lessors. I should think, indeed, that Dr. Buller would be glad of an opportunity to amend this part of his declaration, for, while at paragraph 5 he says, "Dr. Featherston acknowledged his liability for the full amount due, and actually received the money, or a composition, which he accepted in full payment from the runholders," he (Dr. Buller) says at paragraph 12 that Dr. Featherston "only paid the vendors, and declined to have anything further to do with those who had resisted the sale." But Dr. Buller surely cannot mean by this that Dr. Featherston deliberately confiscated the shares of the non-sellers merely because they refused to sell their land to him. At any rate, it is not true that only the vendors were paid. Ngatiraukawa as a tribe, and Ngatikauwhata as a tribe, received the shares of the impounded rents allotted to them at the meeting called for the purpose, and afterwards these tribes divided their respective shares between sellers and non-sellers; but I never, till now, heard that these tribes held Dr. Featherston responsible under his guarantee for an equitable division as between these classes. Ngatiapa and Rangitane being all vendors, no such question could arise.

[TRANSLATION.]

TO MR. RICHMOND,—

Otaki, 23rd February, 1869.

Friend, salutations. We, the Ngatiraukawa, have assembled together to consider what is to be done with respect to the Rangitikei rents, which were impounded by the Superintendent of the Province of Wellington in the year 1864.

We have heard that the Government have fully determined to pay the money for the leases into our hands—namely, to the non-sellers and the sellers—and we have consented to the determination that the Government have come to with respect to that money. However, what we wish is that the Government should make a correct division of that money: Ngatiraukawa, together with Hoani Meihana and some of the members of the Rangitane tribe, to receive the same amount as the Ngatiapa, with Peeti and some other of the members of the Rangitane tribe.

However, our reason for consenting to this disposition of the money is that the difficulty may be soon settled, and Maori disputes regarding it done away with; but the main reason for our consenting has been overlooked since before the disputes which occurred before the sale of the land, but our only reason for agreeing now is that the difficulties should cease. We have authorized Mr. Alexander McDonald to receive the portion of the money to which the Ngatiraukawa are entitled, and to hand it to them. Dr. Featherston can pay the Ngatiapa the amount to which they are entitled.

Matene te Whiwhi, Hare Hemi Taharape, Akapita te Tewe, Paora Taurua Pohotiraha, Rawiri te Wanui, Kepa Kerikeri, Piahana te Potana, Tonihi te Ra, Eruera Tahitangata, Pita te Pukeroa, Hipirini Tairaki, Natana te Hiwi, Rota te Tahiwi, Naera te Angiangi, Renao te Warepakaru, Kaperiere te Mahirahi, Wereta Rarua, Kerehi te Ruataikawa, Koro te One, Henere te Waiatua, Perenara te Tewe, Parakaia te Ponepa, Hakopa Tepehe, Hoani Taipua, Reweti te Kohu, Watene te Whena, Karanama te Kapukaiotu, Karehana te Whena, Horopapera te Tara, Hapimana Hi, Henare Hatete, Ihakara Tukumarū, Moroati Kiharoa, Poutu, Keremeneata Takaitemarama, Hohipuha te Taurei, Henere te Herekau, Renata te Uhunga, Kereopa Tukumarū, Roiri Rangiheneā, Hoani Meihana te Rangiotu, Reupena te One, Te Horo, Noa te Tata, Reihana, Winiata Taiaho, Kipihana te Wewero, Te Muera te Amorangi, Mokowhiti, Tohutohu, Hapurona Ngawoero, Poihipi te Pararaha, Timoti Taha, Pongahuru, Pumipi te Kaka, Kere-

mihana Wairaka, Miratana te Rangi, Matiaha te Tohihi, Wiriharai te Angiangi, Paiura Taiporutu, Patoropa te Nge, Kereama te Waharoa, Timiuhā Taratoa, Witana Parera, Nepia Taratoa, Wereta Taiaho, Paranaia Titi, Moihī Tewe, Peina Tahipara, Hone Tihi, Maraki Rangikaitu.

[TRANSLATION.]

27th February, 1869.

THIS is a document executed by Tapa te Whatatupari of Ngatikauwhata respecting the rent-money, in order that a fair division of it may be made, giving one-half to Ngatiapa and Rangitane, and one-half to Ngatiraukawa. We agree that Dr. Featherston and Mr. Alexander McDonald should pay the money to us—that is, to three tribes. That is all.

Tapa te Whatatupari.

Te Kereama Paoe.

Hoeta te Kahuhui.

Te Karehana Tauranga.

Takana te Kawa.

Ahitana Hukarahi.

Te Ara Takana.

Tamihana Putiki.

This, sir, was my reply, which was also laid upon the table of the Legislative Council, by leave:—

Having perused the papers laid on the table of the Legislative Council, I beg to make the following remarks:—

1. Mr. A. McDonald's letter to the Under-Secretary (6th August, 1880) is full of mere assumptions and inferences therefrom. He puts forward his own copies of two letters, dated respectively the 23rd and 25th February, 1869, and alleged by him to have been sent by the Ngatiraukawa to the Government. The former of these has appended to it, among other names, that of Parakaia te Pouepa. In the copy lately furnished by Mr. McDonald to the Native Office these names are not made to follow each other like signatures, but are written in continuous lines. The original, as I am informed, is not in the possession of the Government; there is no proof that it was ever received by the Government, nor any proof that Parakaia ever signed the letter or knew of it. Mr. McDonald says: "From these letters it will be seen that all that Dr. Featherston was expected to do was to pay over the gross amount of the impounded rents in certain proportions to the Ngatiraukawa, Ngatiapa, and Rangitane tribes, leaving them to subdivide their tribal shares as they pleased." I shall presently show that Dr. Featherston's own evidence, recorded at the time, is entirely opposed to this assumption.

2. Trusting evidently to his memory, Mr. McDonald says that "the Court had only the year before declared Parakaia to be the principal owner of Himatangi." In this he is entirely wrong. The Court, by its judgment delivered at Otaki on the 27th April, 1868, found Parakaia and his twenty-four co-claimants jointly interested in one-half of the Himatangi Block (less two twenty-sevenths), and ordered a certificate of title in favour of eight representative persons. There is not a word in the judgment about his being the principal owner.

3. Starting with this false assumption, Mr. McDonald, without any attempt at proof of any kind, infers that, "as Parakaia was alive and well when Dr. Featherston paid over the rents, he probably either got his share or voluntarily relinquished it for some good and sufficient purpose."

4. Mr. McDonald, commenting on my statutory declaration, says: "While, at paragraph 5, Dr. Buller says, 'Dr. Featherston acknowledged his liability for the full amount due, and actually received the money, or a composition which he accepted in full payment from the runholders,' he (Dr. Buller) says, at paragraph 12, that Dr. Featherston only paid the vendors, and declined to have anything further to do with those who had resisted the sale. But Dr. Buller surely cannot mean by this that Dr. Featherston deliberately confiscated the shares of the non-sellers merely because they refused to sell the land to him." There is nothing to be gained by arguing such a point with Mr. McDonald; but on referring to the correspondence it will be seen that Dr. Featherston himself admitted his liability for the full amount of the rent-money; and on turning to the papers laid on the table of the Council it will be found that all the receipts furnished by Dr. Featherston to the Government (under cover of his letter of 5th November, 1869) are signed by vendors only. Out of these final payments deductions are made, amounting to £165, for former advances to A. McDonald.

5. The fact appears to be that both the alleged letters of which copies are given professed to appoint Mr. McDonald an agent to receive and distribute the rent-money. The Ngatiraukawa letter of the 23rd February, 1869, says, "We have authorized Mr. Alexander McDonald to receive the portion of the money to which the Ngatiraukawa are entitled, and to hand it to them." The Ngatikauwhata letter of the 27th February says, "We agree that Dr. Featherston and Mr. Alexander McDonald should pay the money to us—that is, the three tribes." There is nothing to show that Dr. Featherston, if he ever saw them, paid any attention whatever to these letters; on the contrary, the evidence furnished by the papers on the table is directly opposed to any such view.

6. Mr. McDonald admits that he has never seen Captain Robinson's lease; but, writing from memory, after a lapse of eleven years or more, he says, "I have always understood that Nepia Taratoa was the principal Ngatiraukawa lessor in that part of the Rangitikei-Manawatu Block—namely, Himatangi—and I am quite certain that, although the original Nepia was then dead, his only son and his hapu generally, sellers and non-sellers, received the share of the rents allotted to them by the rest of the Ngatiraukawa tribe." This, again, is a mere inference; and Mr. McDonald's very positive conviction has absolutely nothing to rest upon but his own fancy. If, as he assumes, Nepia was a conspicuous owner, how was it that at the hearing of the Himatangi claim no attempt was made, either by the Crown or by the Ngatiraukawa, to set up Nepia's title? As a matter of fact, the whole of the Ngatiraukawa recognized the claim of Parakaia and his people, and it was never even pretended that Nepia's hapu (the Ngatiparewawahawa) had a right to any part of Himatangi.

7. It appears to me that Dr. Featherston's own letters are absolutely conclusive that no rent-money whatever was paid to the owners of Himatangi. He says in his report to the Hon. W. Fox, of 5th November, 1869: "The total amount due up to the 30th September was £4,699. This was to be divided between the Ngatiapa and Rangitane tribes, and the three Ngatiraukawa hapus of Ngatikauwhata, Ngatiparewawahawa, and Ngatikahoro. The Natives, after discussing the distribution for several days, came to the conclusion that there was little or no chance of their coming to any agreement amongst themselves, and on Monday afternoon, the 17th of October, unanimously resolved to leave the apportionment to me, pledging themselves to abide by my decision; the three Ngatiraukawa hapus stipulating that they should be regarded as one hapu. Having previously carefully considered the matter, I made the following award in the course of an hour: namely, to the three Ngatiraukawa hapus, £1,600; to the Rangitane, £550; to the Ngatiapa, £2,545: total, £4,695. The following day was spent by the three Ngatiraukawa hapus in wrangling about their division of the £1,600; but in the evening they decided to leave the matter in my hands. The difficulty of the division in this case was very materially increased by the hapus having received from the Government and squatters considerable advances, amounting to £467 10s., which I insisted upon deducting. I found I could only get over this difficulty by adding another £100 to the award of £1,600. Of the £1,700, I awarded £900 to the Ngatikauwhata and £800 to the Ngatiparewawahawa and Ngatikahoro. They expressed themselves perfectly satisfied with this division."

8. To prevent any confusion of ideas as to the "three hapus of Ngatiraukawa," it may be well to mention that the three hapus found to be the owners of the Himatangi Block are Ngatirakau, Ngatitiranga, and Ngatiteao. The other three hapus of Ngatiraukawa, who were found by the Land Court (sitting at Wellington) to be jointly entitled with the Ngatiapa, by reason of their permanent occupation of the land, were Ngatikauwhata, Ngatiparewawahawa, and Ngatikahoro. These are the three hapus referred to in Dr. Featherston's reports.

9. There is absolutely not one tittle of proof that Parakaia's people got any share of the rent-money paid over by Dr. Featherston; and what Mr. McDonald may have "understood Dr. Featherston to mean" in regard to "an equitable individual or subsectional division" has nothing whatever to do with the matter.

In order to clear up what I have termed a discrepancy, I asked that Mr. McDonald might attend the Committee of the Legislative Council. He attended, and I ask that his evidence may be read. It is as follows:—

Mr. ALEXANDER McDONALD examined.

Has nothing to add to his memorandum on Dr. Buller's statutory declaration, as printed in the Appendix to the Journal of the Council, 1881. Does not consider the petitioners to have been a subsection of any of the hapu of the Ngatiraukawa to whom Dr. Featherston reports payment of rents. Thinks some of the non-sellers of the Manawatu-Rangitikei Block may have received some share of the rents. Does not know that any of the owners of Himatangi received any share. Parakaia was one of those who authorized payment of the rents tribally. Dr. Featherston did so divide, as I thought.

By Mr. Mantell. Parakaia alleged large interests outside the Himatangi Block. The letter to Mr. Richmond was after the decision of the Court, and before the distribution. Does not think his signature to the letter to Mr. Richmond limited him to Himatangi in his claims. Parakaia was not present at the distribution. Cannot say whether he received any money from the sellers of the Manawatu-Rangitikei Block. Held that the decision of Messrs. Fenton and Maning concluded as to the whole titles of that block. Does not think the payments made in accordance with the letter to Mr. Richmond were in accordance with the decision of the Court. The issues submitted to the Court were primarily on Akapita's claim, but those finally settled include the whole. Parakaia's people were parties to the whole.

By the Chairman. Ngatikauwhata was always regarded as a hapu of Ngatiraukawa, but was not really a part of that tribe. Mr. Travers was retained by the whole tribe at the Land Court, and Parakaia and his people were as much bound as any others. He was present at the Court. It was the claim of Ngatiraukawa *versus* Ngatiapa which was really before the Court. Dr. Featherston went outside the letter to Mr. Richmond, and distributed the proportion of rents awarded to Ngatiraukawa among three hapus.

By Mr. Ngatata. The land in Himatangi was granted to Ngatirakau, Ngatitūranga, and Ngatiteao. These hapu received no rents. Has no knowledge of any understanding that in the restoration of Himatangi back rents were not to be demanded. The block was 700 acres less than the Himatangi claimants were entitled to according to Parakaia's survey. He had the claim marked out in Maori fashion, with large posts. The 700 acres omitted from the grant were sold at Masterton for a little more than £1 per acre. I should value it at £1,500 to £2,000. The sale was not sufficiently published. At the time of the purchase of the Manawatu-Rangitikei Block a private offer of £50,000 was made. The price given by the Provincial Government was £25,000. The area was supposed to be 250,000 acres; it turned out on survey to be about 220,000. The Native Land Court awarded half of Parakaia's block, estimated at 11,000 acres; the actual block referred to by the Court measures 11,700 acres. Part of the impounded rents came from the Himatangi Block.

By Mr. Williams. I think the Himatangi claimants had no claim against the rest of the Manawatu-Rangitikei Block. I believe the claims had been subdivided by arrangement. The Himatangi Block had been held by sellers as well as non-sellers. The Court thought these sellers entitled, but I did not.

The point is that Mr. McDonald there admits that the three hapus for whom I had been acting did not receive any part of the rent-money. Notwithstanding the decision in our favour, no action was taken. In 1883 a Select Committee on Native Affairs reported in favour of the whole of the accrued rents, with interest to date, being discharged in full. The report being dated the 31st August, 1883, and no action having been taken upon it by the Government, my clients again memorialized Parliament in 1884. Owing to a press of business, as I was informed, the petition was not considered by this Committee, but it was reported on again by the Native Affairs Committee of the Legislative Council, who renewed their report of the former year, and emphasized it. The amount due to the petitioners now is £1,600—viz., £500, with simple interest at the rate of 10 per cent. per annum, in accordance with Dr. Featherston's promise; they claim that amount; and that is the prayer which I am here to support by my evidence.

THURSDAY, 30TH JULY, 1885.

Dr. BULLER examined.

1. *Mr. Bryce.* I should like to clear up a personal matter. You stated in your evidence that shortly after I entered office you were of opinion, from something you heard from me, that the whole matter had been settled. Will you now state what I did say which led you to arrive at that conclusion?—It is very difficult for me to say now what you really did say. I had several interviews with you on the subject, and I certainly understood that you were favourably disposed, and that the money would probably be paid. I remember you asking me to consult with my clients as to whether they would take 5 per cent. as simple interest. Although you made no absolute promise, you promised to meet us in a fair spirit.

2. Did I not promise to go carefully through the papers before giving a definite answer?—Yes; and I saw you after you had gone through the papers.

3. I find a memorandum from myself to the Hon. Mr. Rolleston. I am going to read the last passage, referring to placing £500 on the estimates to satisfy this claim, and I declined until the papers had been looked into, and the claim for interest abandoned. Is not that really what took place?—No; I never agreed to forego the interest.

4. Is it not correct that I said that I would first of all go carefully through the papers?—Yes, distinctly. You told me that you had come to a favourable conclusion, subject to a reference on certain points to Mr. McDonald. In fact, so satisfied was I on the question that I wrote to my clients saying that everything was all right. Then, at our next interview, you said you had received an unfavourable memorandum from Mr. McDonald, which you would not let me see.

5. Then you assert that after the interview you had with me you still were under the impression that I was favourably disposed to a settlement of the claim?—Yes, to the best of my recollection. I left you with the belief that you would do justice to the parties as far as you could.

6. There is another point in your evidence which I should like to be clear about. You read a memorandum conveying the impression that a long letter had been signed by Parakaia?—Yes, I said it was a copy.

7. Is it not a fact that the letter had been shown you from the original file?—I have no recollection of it.

8. Is that statement correct or not?—I have no recollection of seeing the original. I made inquiries for it at the time, but it could not be found in the Native Office.

9. You have no recollection of seeing it?—No.

10. Is it not a fact that these claims are arising out of the purchase of the Manawatu Block?—Yes, indirectly I suppose it is so.

11. Who was the negotiating purchaser?—Dr. Featherston, with myself to assist him. I was the trusted agent of Dr. Featherston to negotiate with the Natives. My position was quite subordinate, and Dr. Featherston never relinquished the absolute control.

12. The owners of that block were divided into two lots, the sellers and non-sellers?—They were; and here I may explain that there was an increasing irritation owing to disputes between the Natives, which might have ended in hostilities. Dr. Featherston was Superintendent at that time, and for the sake of peace and quietness and getting out of the difficulty, he proposed to buy up the whole of the land in dispute. My instructions were to get as many signatures as I could of Maoris who professed any claim, whatever their title might be; and I obtained 1,700 signatures myself. The three hapus represented by the petitioner did not sign the deed. The payment of money did not get rid of the difficulty, and it was deemed expedient to refer the whole question to the Native Land Court.

13. Were you at this time acquainted with Mr. Alexander McDonald?—Yes, I had some knowledge of him, like most persons in the district. He was an advocate for a section of the non-sellers, but at that time held no official position, having been dismissed from his office of Sheep Inspector by Dr. Featherston.

14. Was he intimately acquainted with the Maoris of the district?—Yes, especially with those with whom he had cast his lot. At that time he did not know a great deal of the Maori language, though he speaks it well enough now.

15. But he was very intimately acquainted with the Maoris in that district?—Yes; he was managing their business for them, and assisted them when we were fighting over the question of title. He must have had a pretty general knowledge of the whole question. I may state that when the title of these three hapus was under investigation in the Native Land Court at Otaki, Mr. T. C. Williams was acting for the non-sellers and McDonald never put in an appearance at all. Sir William Fox was acting on behalf of the Ngatiapa and as counsel for the Crown.

16. You have said that Mr. McDonald had a good knowledge of affairs: could you tell us if he knew what was going on between the non-sellers, Dr. Featherston, and the Government?—I think he had anything but a complete knowledge, for this reason: that Dr. Featherston was anxious that we should hold no communication with him. All through the affair he was looked upon as the "white chief" of the Ngatikauwhata (non-sellers), and as hostile to us. I suppose, however, from his position he had a good knowledge of the business of the Native tribes generally.

17. Then are we to understand that you refused to hold converse with him?—Mr. McDonald was at the head of a section of the non-sellers. What I wish to impress on the minds of the Committee is, that I was not on any terms of confidence with him concerning this matter. Since then, however, things have changed, and I have acted in concert with him in certain Native matters. For example, we have been acting together and on terms of perfect confidence over the Wellington and Manawatu Railway business.

18. Were you not trying to get the signatures of the non-sellers?—Yes; and I succeeded, in the teeth of Alexander McDonald, in obtaining the signatures of many, including the Natikauwhata chief, Tapa Te Whata.

19. And afterwards money was paid to the non-sellers in respect to rent?—Yes; but I must explain that I had discharged the duty for which I had been specially detached, and had returned to the Resident Magistracy at Wanganui. From that time I had nothing whatever to do with either the rent-money or its distribution, except, perhaps, sending occasional reports or memoranda. I had no knowledge of the money having been paid to McDonald at the time.

20. Then, first of all, McDonald was the trusted representative of one section, was acquainted with the negotiations of the other section, and was also employed by the Government?—I guarded myself against saying that he was employed by the Government.

21. Did you recommend that Mr. McDonald should be employed in the distribution of the money?—No; I have certainly no recollection of anything of the kind.

22. What about these rates for impoundage?—Dr. Featherston saw there was very little chance of getting the land into his own hands so long as the Natives were getting money from large runholders, and he agreed to pay them 10 per cent. per annum on the arrears, instead of taking proceedings in Court for putting an end to the illegal occupation. As his agent, I told them that, no matter how long the rents were impounded, they would in the end receive them, with 10 per cent. added by way of interest.

23. Do I understand you to say that the Maoris consented to Dr. Featherston receiving the rents instead of them?—The rents were obtained when and how we could get them. There was no actual demand made till the purchase-money had been paid.

24. Is the Committee to understand that the Maoris consented to this warning being given before it really was given?—The position was this: The Ngatiapa were determined that the rents should be paid to them; so, on the other hand, were the Ngatiraukawa.

25. You have explained that a warning was given, and that after that if they refused to pay the law would be put in force?—Yes.

26. Did the Maori owners, or any number of them, consent to this warning being given before it was given?—I do not know. The Ngatiapa were claiming the whole of the rents from the runholders. The Ngatiraukawa said they were entitled to the whole of the rents; and it was through this dispute between the tribes that the matter culminated. Dr. Featherston met the tribes and warned the runholders to pay nothing more till this question was disposed of. It is very certain, had not such an arrangement been made, one tribe or the other would have driven off the stock.

27. I presume it would be safe to assume that a warning was given?—A warning was given with the knowledge of the Natives and with their tacit acquiescence. When it became known that

Dr. Featherston would pay interest on the impounded rents, there was a pretty general feeling of satisfaction amongst the tribes.

28. Then, had these rents been regularly paid the Maoris previous to Dr. Featherston's warning?—I cannot say. I had nothing to do with it. I had no personal knowledge of the matter. It would have been part of my duty to have reported the matter had it come before me.

29. Were they regularly paid after the warning had been given?—Certainly not.

30. Were they ever completely paid?—As I stated in my statutory declaration, certain of the runholders had gone into the Bankruptcy Court, and could not pay. The facts were made known to Dr. Featherston, who told the Provincial Government that they would have to make up the loss.

31. Were they ever completely paid off by the runholders?—I believe not.

32. You have stated that some part of the Native land was good: what part of it?—The land seaward of Himatangi is very poor. This block, which is good, contains 11,700 acres, including the land we are now speaking of.

33. Have there not been additions made of two twenty-sevenths?—Yes.

34. The amount would be represented by five thousand acres?—The award of the block was one-half less two twenty-sevenths.

35. The Maori owners of this land, feeling dissatisfied, then applied to the Government?—I left the colony about that time, having first of all entered my protest against the Government confiscating the land of the Natives simply because they had not surveyed it; and when I returned from England in 1874 I found the Maoris had obtained no redress. At my first interview with them, on the West Coast, I was retained by them to try and get redress. In 1877, three years after I had been retained, an Act was passed declaring that the three hapus were entitled to the whole of the Himatangi Block. The Act gave back the whole of the block described in the schedule to these three hapus, with certain restrictions on the alienability.

36. The preamble of the Act provides that the whole of the block belongs to the three hapus?—Yes.

37. I should like to ask you upon what evidence that assertion was founded, inasmuch as the other tribunal decided that only a half of it belonged to them?—I presume that Parliament constituted itself a Court of Appeal. Evidence was taken before the Native Affairs Committee, and the evidence is on record.

38. I suppose you are able to explain the character of the evidence?—No; I reply that I cannot.

39. Sir Donald McLean's evidence would have been favourable?—I do not know whether he gave any formal evidence. He led me to believe that if these three hapus were entitled he would assist me in getting the land back.

40. Then the Parliament awarded to these Natives the whole of the Himatangi Block except this 700 acres, which have been described?—Yes. Mr. A. McDonald, in his evidence, says that this 700 acres should be given back also, or compensation for its sale by the Government.

41. Who had the lease of the block?—Captain Robinson.

42. What kind of stock was on it?—Sheep and cattle.

43. Had he any other leases?—He had land adjoining.

44. Different from the Himatangi Block?—Yes.

45. What was the rent he had to pay for the Himatangi Block?—I think it was £100. At any rate, the amount to be collected when Dr. Featherston took it in hand was £500. My recollection of the affair is that Captain Robinson complained of others being let off in whole or in part, and, because he was a man of substance, he had to pay in full. Ultimately Dr. Featherston agreed to take £400 for the Himatangi back rents in full.

46. Did not the run for which this rental was paid include more than that run? Did it not run right to the sea?—A large portion of it had been purchased by the Government, but I am not prepared to say how much. This Himatangi part bordered on the Manawatu River, and extended outwards.

47. I want to know if the rent paid by Robinson for the Himatangi Block did not include a much larger tract of country?—I think not.

48. Would the Committee be safe in accepting Captain Robinson's statement upon it?—I should say so, by all means.

49. Did Captain Robinson pay the Himatangi people regularly?—So far as I am aware, the money was paid to Parakaia and other Natives claiming with him. It was not until this dispute with Ngatiapa, when they came down and claimed everything, that the payment to Parakaia was stopped.

50. Can you speak positively as to the money being paid regularly up to that time?—I cannot speak positively after a lapse of fifteen years, but such is my conviction.

51. Have you any personal knowledge?—No personal knowledge. Previous to that time I was Resident Magistrate of the district, and I was not supposed to have any knowledge of these illegal leases.

52. But your knowledge became very clear after you were employed in that particular duty?—Yes. I reported what rents were due. The fact was, we were winking at illegalities for the purpose of making a peaceful settlement.

53. From your knowledge of these disputes, do you think the Himatangi people would be likely to demand their rents after the warning?—Yes, I think so. After the warning Parakaia came to me and said it was hard he should be stopped from receiving his rent, as there was no question as to his right to it. He said there was no trouble about his lease, but that Ngatiapa were claiming the whole, and threatening to fight for it.

54. You said there was a general acquiescence amongst the Natives as to what Dr. Featherston had done?—Yes; to a certain extent.

55. Do you know how much of these rents Dr. Featherston received, and what proportion he was deficient?—I could only refer you to the printed records.

56. He had to make up some from the provincial funds?—Yes, what was short.

57. He never denied his liability to make good the whole amount?—Never. He assured the Natives that they would get their money, no matter how long it might be.

58. He was prepared to pay the Maoris more than double the money he had from the Europeans?—It was not a question of paying them double. They should get the money, he said, with 10 per cent. per annum from date of impounding same.

59. Dr. Featherston was prepared to pay more than double the amount of money he got from the Europeans?—If computation of interest amounted to that, he was.

60. He never denied his liabilities to pay the Maoris?—No.

61. Was this money always acknowledged—was it ever paid?—Not in full, so far as I am aware.

62. You do not know the amount of money?—No.

63. Except from the official minute?—According to this, £4,633 10s. was paid, leaving a balance due on the 31st September, 1869, £66 2s. 1d.; but I do not bind myself to the accuracy of these figures.

64. When you agreed with Dr. Featherston that these rents should be paid, did Dr. Featherston make himself liable in accordance with title?—No promise was made.

65. It was not then known that the Native Land Court were going to determine?—No.

66. I should like to know when Parakaia and his people first began to complain that he had not received his rents?—All through, I think.

67. When the first application was made, was it by letter or petition?—I could not say.

68. Do you know whether any formal application was made after the distribution took place?—I am not aware.

69. Were any formal applications made before the titles were determined by the Native Land Court?—I think not, so far as I remember.

70. Is Parakaia a likely man to allow matters like this to lie idle?—I could not say.

71. *Colonel Trimble.*] What time did you begin to act in this case?—In 1875, and I have been acting ever since.

72. Was the original claim for £400 or £500?—£500, speaking from recollection.

73. You said the rent paid into Dr. Featherston's account was £400, paid by Captain Robinson?—Yes, it was.

74. How was it that £400 was paid, when the claim was £500?—The Natives claimed £500, but Captain Robinson's contention was that we ought to make a concession to him. If he had refused to pay a sixpence we could not have recovered it.

75. You say £400 was paid?—Yes, it was paid to me.

76. Did you give a receipt in full?—He would be entitled to it.

77. Is this £400 paid on account of this Himatangi only, or on account of the whole of the land occupied by Captain Robinson in that neighbourhood?—The whole of the land in the locality.

78. Did the Crown pretend to have any right to the Himatangi Block at that time?—No, certainly not.

79. There was some land the Natives claimed besides the Himatangi Block?—Yes.

80. In 1877 the Himatangi Crown Grant Bill was passed?—Yes.

81. And you are familiar with the events that took place?—Yes, I read of them.

82. Dr. Pollen is reported to have said that it was proposed through Dr. Buller that if the whole of the block was given back they would waive their claim to the rents?—I made an offer in my anxiety to effect a settlement.

83. Do you know that their representative had made a similar offer to Dr. Pollen?—I do not know anything about that.

84. But you did make that offer on their behalf?—Yes.

85. Were you authorized?—No.

86. But you had general authority?—Yes, to do the best I could.

87. At that time was the Himatangi Bill before Parliament?—No.

88. Were you aware at that time that Government could do nothing without legislation?—I was.

89. Was it arranged with you at your interview that the Bill should be brought in?—It was arranged, but not at that interview.

90. Did the Bill carry out the proposals you made?—It did.

FRIDAY, 31ST JULY, 1885.

Dr. BULLER's cross-examination.

91. *Mr. Te Ao.*] Is it correct what you have stated in your evidence, that you were the confidential agent of Dr. Featherston?—Yes.

92. And you have seen that a great deal of trouble was occasioned with regard to the non-sellers through the action of yourself and Dr. Featherston?—Yes.

93. Did not one tribe in particular cause a great deal of trouble with regard to their claims?—Yes; in the prosecution of their claims. And that tribe was represented all through by Mr. Alexander McDonald.

94. Owing to their agitation, did they not succeed in getting back a part of their land?—Yes; the Native Land Court made an award to them of 6,000 acres.

95. Did not Ngatikauwhata get paid a sum of money by the Government in addition to the land?—Yes; they had a good deal of money from the Government at various times through the instrumentality of Mr. McDonald.

96. Did not the three hapus who are represented by petitioner, receive money from the Government also?—None whatever. Two Natives, however, got a share of the purchase-money.

97. Can you explain how it was that the Government gave money to one section and none to the other?—No; unless it was through the persistency of Mr. Alexander McDonald.

98. Did not, then, Mr. McDonald advocate the claims of the hapus represented by petitioner?—He had nothing to do with them. He always admitted their claims, but was not the agent of these people.

99. In what year was it that these hapus' rents were first held by Dr. Featherston?—In 1863 the impounding first took place.

100. What was the reason of this money being withheld?—Because of the dispute as to who should receive the money.

101. Did Dr. Featherston absolutely agree to pay 10 per cent.?—Yes, he did.

102. Do you not know that in answer to a question put by Colonel Trimble it was stated the Government intended to disallow the money?—Yes; on behalf of the Natives I made certain proposals as to waiving our right to the money.

103. Did you not understand in reply to Colonel Trimble that if the land was given back the claim to these moneys would be withdrawn?—I made such a proposal to Dr. Pollen.

104. Did you first consult the tribe, and get their authority to make that proposal, or did you make it on your own account?—I had given up all hope of getting anything like justice at the hands of the Government, and so made the proposal in the interest of the Maoris.

105. Did the people for whom you were acting agree to your making that proposal?—Before I met the people the matter had come before Parliament, and had been embodied in a Bill; but the Council had the proviso struck out. The tribe said they had never given up their claim, because the money belonged to them, and they instructed me to prepare another petition to bring before Parliament.

106. Did not the Committee report in favour of these rents being paid to your clients?—Yes, in a report drawn up by Mr. Richmond.

107. So the Government held back the rent-money in the hope of impoverishing the Natives, and making them sell the land?—That was the effect of it.

108. *The Chairman.*] Did you recommend that course?—No. Before I was consulted Dr. Featherston had determined on this course, and I may add that there was scarcely any other course left for him at that time.

109. *Mr. Te Ao.*] And then the Government confiscated it?—Yes. Through not completing the survey within the prescribed time, the judgment of the Court lapsed, and the Government confiscated the land.

110. Do you not think that the result of Dr. Featherston holding that money back impoverished the Natives?—I think it had that effect.

111. If it was right for the land to be restored to the Maoris, would it not be right for the rents also to be restored?—Yes, certainly.

112. Do you think you were justified under the circumstances in making that proposal to Dr. Pollen, to forego the back rents, without consulting the tribes?—I think so. I thought that I could have justified myself to the people for whom I was acting. There was no harm done, and the proposal was not entertained.

113. Are you sure that the money they were entitled to was £500?—I believe so. The money actually paid was £400, because of some arrangement between Dr. Featherston and Captain Robinson.

114. Do you know how many years back the rent was impounded?—I cannot say. I think the rent was £100 a year; but I am only speaking from memory.

115. That would be five years' rent?—Yes. About that, which was due at that time, with 10 per cent. added now.

116. Are you sure the Council did not forego the claim?—Quite sure. They struck out the clause, on the motion, I believe, of Mr. Mantell.

117. *The Chairman.*] Was it a clause, or part of one?—The clause, I believe. The portion of the Bill having reference to the abandonment of the back rents was struck out. It think it was clause 17.

118. *Colonel Trimble.*] Were you present at the Committee of the Council?—No.

119. Then you are not speaking of your own knowledge?—No; but the records will tell.

120. *Mr. Te Ao.*] What was the total acreage of the Himatangi Block?—It was 11,700 acres.

121. What is the total amount now?—11,000.

122. What was done with the surplus 700?—The Government sold it.

123. *Colonel Trimble.*] Are you acquainted with the Himatangi Crown Grants Act as passed?—Yes.

124. Do you not know that the 16th clause, as passed in that Act, is the same as the 17th clause of the Bill you have just been referring to?—I cannot say, without the papers being before me.

125. I understand you to say that you were not present at the Committee of the Council when this Bill was passed?—I do not think so, but I am not sure.

126. Then, not having been present, you cannot state from your own knowledge the reasons which led to the striking-out of the last three lines?—No.

127. You know nothing yourself?—No; only second-hand.

128. I refer you to clause 16, which answers clause 17 of the original Bill. Have you read this clause, 16: "The passing of this Act shall be deemed and taken to be a full and complete satisfaction

of all actions, suits, claims, damages, and demands whatsoever, both by law and in equity, which the said hapus or the members thereof now have against Her Majesty or the Colony in respect of or arising out of or concerning the said block"—I have read that.

129. Does this claim arise out of anything, or in respect of or concerning this block?—It does, in the manner I have described—from rents accruing.

130. Then do you tell this Committee that this Act does not apply in effect to this claim?—I am not here to interpret the Act.

131. Then you decline to say whether this Act applies or not?—I can only offer a second-hand opinion as to the intention.

132. Will that answer apply to all you have said concerning this clause?—I was not present when the debate took place.

133. You have stated to this Committee that the striking-out of these three lines in the clause reinstated the Natives with respect to certain claims, and placed them in a similar position to what they were in before?—I believe that was the intention. I shall ask Mr. Mantell to be called, so that he may state his intention.

134. You stated that Captain Robinson owed £500, and that the Natives claimed £500. I want to know how you knew that?—That is my recollection of the affair. It is many years ago. I never had any other belief than that that was the amount.

135. That is your firm belief?—Yes.

136. Do you entertain that belief after carefully going into the accounts, or did you pick it up as a rumour from the Natives?—My recollection is that that amount was demanded as being due from Captain Robinson. I was acting as Dr. Featherston's agent in this matter.

137. According to your evidence yesterday you stated that Captain Robinson only paid £400?—I explained the reason why. Some paid nothing, some only half, and Captain Robinson thought it was unfair for him to be called upon to pay the full amount.

138. Can you point out the Himatangi Block upon this map?—Yes. This block, shown as white is the Himatangi Block, and extends to the dotted line, being the northern boundary of the Awahou. That tinted blue is the 700 acres already referred to.

139. Did Captain Robinson's land not go all the way to the sea?—I cannot say. He had a strip of valueless sandhills. He occupied part of the land coloured blue on the map.

140. If Captain Robinson says that he occupied the land right to the sea, would you say he was correct?—Certainly; but I should not attach much value to these sandhills.

141. Then you state this, in reference to Captain Robinson's land; that he had the land running between the Manawatu River and the sea, bounded on the north by Cook's run, on the south by the Awahou Block?—Yes, according to this plan. As a matter of personal knowledge, I know the land running seaward is valueless.

142. But there were five thousand acres of good land?—I would not say "good land."

143. You stated that you were justified in making these pecuniary demands because the part taken by Dr. Pollen was not entertained nor accepted?—I was informed that the question of right to the back rents was in abeyance.

144. You stated, in answer to Mr. Te Ao, who asked you, after having made these arrangements, why you asked for money afterwards, and you answered that you were justified because the proposal was not entertained or accepted. Is it a fact that it was not entertained or accepted?—I cannot say myself. I have seen a copy of Dr. Pollen's official minute showing the statement he submitted to his colleagues.

145. Now, was it not both entertained and accepted by Dr. Pollen on behalf of the Government?—The Government made no definite answer. Dr. Pollen said he would bring the matter before his colleagues. He did not definitely entertain or reject it, and he did not promise to give the land back.

146. Was not the Bill introduced into the Council the result of the negotiations with Dr. Pollen?—Certainly.

147. Were you negotiating with the Council?—Not directly. I might have been using my influence with the Councillors.

148. Then you were not negotiating with the Council?—No, certainly not. I would not presume to make terms with the Council.

149. In your evidence before the Committee of the Council you stated that your fee would be £500 if you were successful in recovering the whole of the block?—Yes.

150. Did that fee include the fee for the recovery of the back rents?—No.

151. Are you aware that Renata Ropiha states this: "The owners were to pay him £300 if he received this money from the Government"?—I heard him admit that he had made that statement in error, and would correct it.

152. Is that accurate?—No; the amount is £100.

RENATA ROIPIHA examined.

153. *The Chairman.*] What is your name?—Ropiha.

154. Will you tell this Committee shortly what you know about this petition?—There are two matters I have to speak about. I wish to speak about something Dr. Buller has stated with regard to our relinquishing the claims. The people interested did not consent to that arrangement. The hapus claiming with me persistently asked for that money to be paid to them. That is the reason why we have continually petitioned Parliament urging that this money should be paid. After the Court had awarded the Himatangi Block I was one who went to Captain Robinson and demanded the back rent of the land from him—that is, the rent-money which had been impounded by the purchaser of the Rangitikei Block. He referred me to the Government, as they held the money. I will now speak about the acreage of the block. The total block contained 11,700 acres;

but only 11,000 acres was awarded to us—that is all we got from the award of the Court. We did not expect that award was final. I persisted in demanding the extra 700 acres. I refused to accept the order of the Court, and handed it back, because it did not contain 11,700 acres. Some weeks afterwards Pitihira te Kuru went and asked for the document, and got it. I still demand that the 700 acres may be given back to me and my tribe. We have since been informed that it was sold at Wairarapa by the Government. We were very grieved indeed that a portion of this block should have been taken to Wairarapa and sold without our knowledge. That trouble has never been removed up to the present time.

155. *Colonel Trimble.*] Do you know that the award of the Court was only 5,500 and not 11,000 acres, as stated by you?—I do not. I repeat that the Court at Foxton awarded us 11,000 acres.

156. Was that after the Act of Parliament?—I do not know whether it was or not.

157. Do you know that Parliament gave 11,000 acres, and the Court was to give the boundary only?—I understand that now.

158. *Mr. Pratt.*] You have stated that you and your tribe did not agree to that offer of Dr. Buller's about foregoing the rents?—We did not agree.

159. Why did you not agree to the proposal of Dr. Buller on your behalf?—We did not agree because we had no wish to lose the money which we considered we had a right to.

159A. Did you not consent to Dr. Buller acting for you?—Yes, I did.

160. *Mr. Pere.*] Did you and your hapus own the whole of that land?—Yes.

161. Was it not owing to the interference of Dr. Featherston that you lost these 700 acres?—Yes.

162. Did the Government pay you any part of the money arising out of the sale of the 700 acres?—None whatever. The Government got it all.

163. Did not some of your tribe consent to allow Dr. Featherston taking the land?—No.

164. Perhaps some of your people gave the land to Dr. Featherston without your consent?—I am positive the people did not consent that Dr. Featherston should take the 700 acres.

165. Can you give any reason why the Government took the land?—I cannot explain. They had no right to it.

166. Have you ever applied to the Government to give you this 700 acres?—Yes, and we have applied to the Court to award us the 700 acres. The land did not belong to the Government, and they confiscated it.

167. Had the Government any pretext for taking the land?—I never heard of a similar case.

168. *Colonel Trimble.*] Did Captain Robinson's land go right down to the sea?—No.

169. How far did it go?—His lease extended to the sea, but not our lease.

170. *Mr. Hakuene.*] Do you not think the Government had some other reason for taking the whole of this Himatangi Block?—I do not know what reason they had.

171. Did not the Court make or issue a notice that you had to make surveys of the land after six months after the judgment of award was made?—I cannot speak positively. Parakaia was conductor of matters at that time.

172. Why were not the surveys carried out?—I suppose Parakaia had his reasons for not doing so.

173. *Mr. Te Ao.*] When the land was awarded by Parliament, was it understood that you should get money also?—We heard from Dr. Featherston that we should be paid 10 per cent. on the back rents.

174. *Colonel Trimble.*] Did not your lease to Captain Robinson extend to the sea?—The land we leased to Robinson was the Himatangi Block, as shown on the plan. Ngtiparewahawaha leased the land to the seaward and drew rents for it. Theirs was a separate lease from ours.

WEDNESDAY, 5TH AUGUST, 1885.

Hon. Mr. J. C. RICHMOND examined.

175. *The Chairman.*] Will you be good enough to tell the Committee what you know of this case?—All that I know directly dates from the time when I was in charge of the Native Office in 1868. That was, I think, about the date of the completion of the purchase of the Manawatu-Rangitikei Block. At that time Parakaia was the leading chief of the Ngatiraukawa section opposed to the sale, and the head of the hapus who are now, I believe, the owners of the Himatangi Block. I had several interviews with him, and he quietly but steadily opposed the completion of the purchase. It was also a question as to his share of the rents. The rents had been impounded by Dr. Featherston. Parakaia and his people claimed a portion of these rents. I know that he refused to attend a meeting at which the settlement was to take place; he repudiated the sale altogether on behalf of himself and a section of the tribe. I considered at the time, and no doubt stated to him, that, although the Government would not interfere generally to stop the sale, they were bound to protect him and his people. I do not know that I can give you any more definite information. I have not seen any of the papers. Since that date, or some short time later—in 1869—I ceased to be Minister of Native Affairs. I have never looked at the papers since, except so far as regards this petition last year. Parakaia, I should state, was throughout very consistent in his resistance. He was, however, a quiet and orderly Native, and put no other difficulty in the way. He was always recognized as the spokesman of his party. There were a good many Natives who came with him, but he was always recognized as their spokesman.

176. *Mr. Bryce.*] Do you know who distributed the rent?—I have no doubt it is in the records of the Native Office. I believe that Dr. Buller was an agent in doing it. Both Dr. Featherston and Dr. Buller were at the meeting. I remember the newspaper reports of the meeting, and I remember, too, a statement was made that none of Parakaia's party would come to the distribution of rents.

177. Dr. Buller states in his evidence that he had gone back to his duty as a Resident Magistrate before the distribution of the rents, and that the rents were distributed through other hands?—I would not say they were not. My knowledge was only newspaper reports. That he was present at the Native meeting at which the rents were distributed was my impression. That was what I understood; but it is not to be taken as evidence, certainly.

178. Do you know anything of the position that Mr. Alexander McDonald held in reference to the Natives at that time?—I have never heard of any formal position which he held: he spoke as the friend of the Ngatiraukawa. I do not think he was accredited to the Government in any way as far as I can recollect.

179. As the friend of whom—the sellers or the non-sellers?—The non-sellers.

180. *Mr. Pere.*] Were you aware that that land had passed through the Court?—It had not passed through the Court when I was acquainted with these transactions.

181. You have been made aware that it has passed through the Court since?—I have heard so.

182. Do you know anything about a surplus area of 700 acres?—Nothing but what is in the papers—the evidence before the Committee.

183. Do you know if that 700 acres was awarded to the Natives?—No.

184. Or to how many Natives it was awarded?—No.

185. Do you know if any Natives sold that 700 acres to the Government?—No, I do not know.

186. *Mr. Hakuene.*] Were you aware that the rents were impounded on account of some dispute between the Natives?—So it was stated, but I do not know it from my own knowledge. That was the reason assigned for it.

187. Do you think that they settled that dispute this way: that they took the money and kept it?—I suppose that I must go back so far as to say that the whole transaction was anomalous. Dr. Featherston, who was Superintendent of Wellington at the time, had received a special commission as Land Purchase Commissioner from the Government of Mr.—now Sir William—Fox, and had been acting for some time when I came into the Native Office. The Government of the time did not interfere—it was not thought desirable to interfere with Dr. Featherston's operations—except that it reserved to itself the right of supplementing those operations, so that justice might be meted out to those who objected.

188. *Mr. Te Ao.*] Did you hear Dr. Buller make the proposition to forego the rents on the Himatangi?—No, I was not a party to anything of that sort.

189. But the Legislative Council recommended that Himatangi should be given back to the Natives, did it not?—Yes.

190. Did not the Committee of the Legislative Council recommend that the back rents should be paid to the Natives?—Yes. That is on record in their report of last session.

191. Seeing that the Government took the land from the Natives, and after a considerable time restored it, but kept the money, do you think it was right that they should give back the land only, and keep the money?—That is a matter of opinion, which the Committee is engaged in considering, and I am not entitled to offer any opinion here.

192. I wish to explain to you. The position was this: The Natives leased the land, they refused to sell the land; they were receiving rents for the land; these rents were impounded and the land taken, but the land was afterwards given back. Should not the money have been given back also?—I would have to go much further back before giving an opinion one way or other. The whole thing, it seemed to me, was illegal. The lease was not according to law—it was irregular: indeed, the whole thing seemed to be irregular.

193. Why did the Committee of the Legislative Council recommend that the rents should be returned to the Natives?—They were perfectly entitled to express an opinion. I expressed my opinion in the Select Committee of the Council last year and this year, but I am not entitled to express one here.

194. *Colonel Trimble.*] I think you said that you were Native Minister in 1869?—Yes, part of it.

195. In February?—Yes, in February.

196. Do you remember seeing that document? [Paper handed to the witness by Colonel Trimble.]—To answer confidently I should have to read the whole file of papers through.

197. Then you do not remember?—No, not this particular letter. There was a great deal of negotiation about the matter. [Letter put in.] That was the general idea of the tribe. I think there were several negotiations on the subject, but that was the general idea.

Hon. Mr. MANTELL examined.

198. *The Chairman.*] Can you explain anything with respect to this £500, with interest, which the petitioner says is due to him?—I will state what I know. I think I know nothing of it except what transpired before the Legislative Council Committee, and also from the official papers filed in the Native Office. That is all I know about it.

199. You had nothing to do with the transaction?—Nothing whatever, saving perhaps in the appointment of Dr. Featherston as Commissioner. But that did not involve any necessary knowledge.

200. *Mr. Te Ao.*] Are you acquainted with the facts about Himatangi Block—the facts brought before the Committee of the Upper House?—I believe so.

201. From what date did you become acquainted with the facts of the case?—It would be very difficult to say, but I should think about the year 1877, or something like that. I am not quite sure.

202. Did you take part in that discussion about the Himatangi Block which took place in the Legislative Council?—I think I took part in all the discussions upon the subject. Will you please say what particular discussion—whether that in regard to the Bill, or to the other petitions.

203. I mean the discussion which took place on the petitions, and also on the Himatangi Bill?—Yes.

204. Were you present at the Committee when Dr. Buller and Mr. Alexander McDonald gave evidence?—In what year?

205. In 1883?—Yes, I was there.

206. Did you ever hear if Dr. Buller had made an arrangement with the Natives by which they were to forego their claims to back rents provided that they got the land returned?—I think my knowledge arises wholly from looking through the papers. In 1878, I think, Dr. Buller had made some such proposal; but it would have been scarcely dignified to have accepted it. The memorandum of the 8th June, 1877—but the Committee has the papers.

207. Did you hear of any proposition made by any Native chiefs—notably by Mahanui—consenting to forego the rents?—I have no recollection. I think I should have remembered it if made; but I have no recollection.

208. The Legislative Council did not accept Dr. Buller's proposal to forego the rents on the occasion of the land being given back?—During the debate on the second reading of the Bill several members expressed disapprobation of that part of the 17th clause which was a guarantee against any claim on account of rents. In Committee on the Bill, on the motion of the Hon. Mr. Bonar, that clause was erased from the Bill. At the same time some doubts were expressed by some member or members as to whether what remained in clause 16 might not by ingenious legal interpretation be held to give the Government relief from having to repay the money, as if clause 17 stood; but that was allowed to stand. The suggestion was laughed at, because it was thought that no Government would ever do anything of the kind.

Mr. Lewis : I can produce the draft Bill with clause 17 in it.

Witness : I have no doubt that is the clause. The concluding words of the 17th clause are, in effect, "our rents, issues, profits." [Clause read.]

209. *Colonel Trimble*.] Are you aware of the area of the Himatangi Block?—I only know what is recorded in those Bills : 11,000 acres were to be given back to them.

210. *Mr. Te Ao*.] Are you aware whether that land has been returned to the rightful owners—to those who claimed it?—I believe so. Such was the object of the Bill.

211. What is your opinion with regard to the application of the petitioner?—I have no opinions to express beyond what are to be found on the records. That opinion of mine is recorded very distinctly in some of them.

212. *Mr. Parata*.] You are aware that the petitioner asks £500, together with interest accrued?—I have no doubt of it.

213. And the Native Affairs Committee of the Legislative Council upheld the prayer of that petition?—Yes, more than once.

214. *Mr. Pere*.] Were you not aware that the original area of this block was 11,700 acres?—I cannot say exactly.

215. Are you not aware, then, that the Government wrongfully sold part of the block, amounting to 700 acres?—It is exceedingly probable, if they had the chance. Parliament passed an Act authorizing that 11,000 acres should be given back to the Natives.

216. Then the 700 acres was excluded purposely from the Bill?—No; I cannot tell that. The member of the Government who represented it in the Council is present—he will be able to give you the fullest information; but I question very much whether that was in contemplation, or within his knowledge.

217. Then you do not know of your own knowledge who they were who gave this 700 acres to the Government?—I have not the slightest idea.

218. Do you think that the Natives have a just claim in asking for this money kept back by Dr. Featherston?—I do not think I can give you any opinion upon that: that is a question for the Committee to decide.

The Chairman : The Hon. Mr. Mantell is here to give evidence; not to give opinions.

219. *Mr. Pere*.] Do you know if the Maoris had made a protest against the action of the Government?—With regard to that, Parakaia was one of the chiefs of these Maoris; he used not unfrequently to come into town; every time he came into town he came to me; every time he came to me he protested against what he held to be unfair treatment of the Natives. I ought to qualify the statement by saying that I attached no great importance to it; for I had no knowledge beyond what I have told this Committee, and I had been accustomed to hear complaints by Natives of all sorts of things done by the Government, even when I knew the Government to be perfectly in the right.

220. Did Parakaia ever explain to you why he complained of the action of the Government?—I have no doubt he did; but I have already said I should not attach much importance to it at the time. It was only on looking into the papers that I saw there was ground for it.

221. Do you think that the Government are withholding the money for their own benefit or in the interest of the Natives?—I am not a member of the Government at present. Were I a member I might say it was in the interest of the Natives; not being a member of the Government, I do not like to express any opinion.

222. I shall have an opportunity of asking that question of the gentleman that was in charge of Native affairs, but would you say whether it is a European custom to hold back money in this way?—[*The Chairman* : How can he tell whether it is customary?]"—"European" is such a wide word that I should hardly know: as to English customs, I might know something about them.

223. You have stated that Parakaia made representations to you about his grievance, but you did not attach great importance to them because you only heard the statements on one side. Since then have you become acquainted with circumstances under which you had an opportunity of examining the correspondence. That is the reason why I ask you whether it is right that the Natives should be treated in the way they have been?—You must be aware that my opinion has been expressed in the proper place—in the Select Committee of the Legislative Council, and in the Council

itself; but this question belongs to the other branch of the Legislature, which has to consider the matter from a different point of view.

The Chairman : I do not wish to stop any question, but I wish the interpreter would tell Mr. Pere that these gentlemen are here for the purpose of stating facts; the members of the Committee will afterwards come to a conclusion as to the meaning of those facts. The Hon. Mr. Mantell is not examined for his opinion.

Mr. Pere : I thought I should be justified in asking the Hon. Mr. Mantell his idea, arising out of his own knowledge of the circumstances. I wanted him to state what his opinions were from what he himself has seen and heard.

The Chairman : I still state that he is here for the purpose of speaking of facts, and not giving opinions. The Committee itself is here for the purpose of deciding upon these facts.

Mr. Pere : Will it be in order, his stating what his opinions are?

The Chairman : Certainly not.

Mr. Pere : The two things are one. I think if any person has knowledge he should state that knowledge; thought—the means of knowledge—is the same thing.

The Chairman : You will have plenty of time by-and-by of considering. The Hon. Mr. Mantell is not a member of this Committee.

Mr. Pere : What was the Hon. Mr. Mantell sent for?

The Chairman : To state facts; not to give opinions.

Mr. Pere : Then there was no use his coming.

224. *Mr. Bryce*.] You have been examined as to your opinions, Mr. Mantell. I do not go in that direction, for I agree with the Chairman that it was altogether improper; still, from one or two of your answers I gather that the Government is still holding a portion of those rents for some purpose—[*The Chairman* : Is not that a question of opinion?] It only goes to one point. The witness answered the question put to him twice, and succeeded in conveying his impression?—I will tell you what I would deduce from these papers: it is that the whole of the money, with the exception of £60, more or less, was paid by Dr. Featherston to other Natives than the owners of Himatangi. All that stands on record. I do not suppose that £500 rests in the hands of the Government; only that the Government is liable for that amount and interest to the Natives, and that it appears to have only £60 in hand.

225. Was the ownership of this block investigated by the Native Land Court?—So it appears from the returns laid on the table of the Council by order of the Council.

226. Do you know the amount of land awarded by the Court in this Himatangi Block?—I think the Court ordered 5,500 acres or 6,000 acres, or something of that sort.

227. In the Bill which was afterwards passed by Parliament, and with which you are, no doubt, acquainted, was that quantity of land increased?—Yes, to 11,000 acres, which was the whole amount of the Himatangi Block, as I understood. They doubled the quantity of land awarded by the Native Land Court. That simply gave effect to the promise given by Sir Donald McLean that the whole should be given back.

228. Can you refer to any documentary evidence in support of that statement?—I could if I had time; but what has recently refreshed my belief in that direction is the memorandum by the Minister of Native Affairs: "There is not much room for doubt that the promise was made by Sir Donald McLean that the whole of the land should be given back." That should be in the record, and it might not be inconvenient to refer to it now. That passage is a quotation from a paper read in the discussion in the Legislative Council upon the Bill. It is a quotation from a minute of the Minister of Native Affairs at the time.

229. Then Parliament, acting as a Court of Appeal from the Native Land Court, followed the award of that Court without any other investigation than that a promise had been made by Sir Donald McLean? I am putting that in form of a question?—I cannot say that I give a direct assent to that. I do not know in what way the Legislative Council acts as a Court of Appeal from the Native Land Court. They came to a conclusion to award a larger amount on the authority of the Minister of the day.

230. Does it not strike you as being a liberal act on the part both of the Minister and Parliament?—I will tell you exactly how it appeared to me by referring to papers and quoting from documents read before: "If it were found on inquiry that this money—£500—was really due to them, provision should have been made for its payment in the proposed Bill. An act of grace such as they proposed ought not to be made contingent."

231. In reply to a question a little while ago you stated that it was not improbable that Government sold improperly 700 acres belonging to Himatangi. That was why I asked you—apart from the question of rents—whether it was not a liberal act to double the award of the Native Land Court?—It is a matter of opinion; but I do not hesitate to say that it was a liberal act and a proper act.

232. Then, may I ask why you thought it was probable that the Government sold improperly 700 acres of land belonging to the owners of this Himatangi Block?—Because, as far as I could see, it appeared to me to be the practice of all Governments to sell land recklessly, not caring whether the title was good. I do not know that there is anything in regard to the ownership of this Himatangi Block that would except it from what is a common fate.

233. I need not point out that that is a very wide imputation. I would ask you whether you see any special reason for it in connection with this block itself?—None.

The Hon. Dr. POLLEN examined.

234. *The Chairman*.] Can you give the Committee any information upon this question?—I got the summons to attend the Committee only a few minutes since, and I have not had time to refresh my memory as to the whole of these affairs; but I will tell the Committee all that I can recollect of

the arrangement with these Natives (the owners of this block) during the time I was myself Native Minister—in 1876-77. I need not go into the history of the Rangitikei-Manawatu purchase. There are a good many circumstances connected with that of which nobody need be proud. I found when I came into the Native Office that there was a dispute with certain hapus who laid claim to the Himatangi Block. I addressed myself to the settlement of that dispute. I had a meeting of all the chiefs interested, in my office in Government Buildings. At that meeting Dr. Buller, who was then representing the Native interest, was present. The whole question was then fully discussed. It was shown that the Natives who were interested in this block had preferred their claims before the Native Land Court sitting at Otaki. The Court, after a very long and patient investigation, awarded them a portion of the block, to the extent, I think, of 6,500 acres—

Mr. Lewis : 5,500 acres.

Witness : One condition of that award was that the survey of the block should be made by the Natives for the Court within a specified time. The survey was not made, and the award of the Court lapsed. When I came to the consideration of the question, therefore, there was no settled claim to the block at all—no legal claim, I should have said. It was said that Parakaia, who was a leading chief among these natives, had got from Sir Donald McLean—having met him at the Thames or somewhere—I do not know exactly where—but it was said that Sir Donald McLean had made Parakaia a promise that this Himatangi Block should be given back to the Natives. There was not anywhere to be found any direct or formal evidence that a promise had been made by Sir Donald McLean, who had died in the interval. Except the assertion of one party, there was no way of arriving at the fact. There was, however, collateral evidence of another kind, weak enough—certainly not strong enough to found a claim upon; for, after all, that could only be a promise—but there was some slight evidence that such a promise had been made, and upon that promise, or evidence of a promise, I proceeded to effect a settlement of the whole of the land. The terms of that settlement, as arrived at by myself and Dr. Buller, were that I should endeavour to obtain for them a grant of the whole of the Himatangi Block—that is to say, that I should obtain for them 5,500 acres in excess of the award that had been made by the Native Land Court in their favour at Otaki. The conditions were that this was to be a final settlement of all claims of every kind of any and all Natives over that block on account of the Rangitikei and Manawatu purchase. The Provincial Government, represented by Dr. Featherston, had collected some £3,000 of back rents. The greatest part of that money had, without question, been paid to the Natives—about £2,500. A sum of £500 was questioned. It was said it had not been received by the persons to whom it was due, or something of that kind; but it was agreed that that disputed portion should be given up in consideration of the settlement which I proposed; and this conveyance of the whole 11,000 acres was to be an absolute extinction of all claims arising out of that land, so far as the Natives and all parties were concerned. I brought this Bill into the Legislative Council in 1877 for the purpose of carrying out this agreement, and the agreement was practically represented in clause 17 of the Bill, which the Hon. Mr. Mantell has just read. In the latter portion of the clause there had been words referring to this £500—that is, evidence of the agreement made between myself and the Natives as the condition on which the grant was to be made. As it was going through the Committee of the Legislative Council that portion of the clause was struck out; but the general words remaining completely and absolutely covered the whole question. It is on the erasure of these words from the clause that the subsequent claims have been entirely hinged; but the erasure of these words has no effect, or ought not, I think, to have any effect, on the agreement made between myself and the Natives. I hold that in dealing with Natives engagements should be always carried out with loyalty and precision on both sides; and I insist now, and have always insisted, that the passing of this Act completely extinguished all claims of the Natives on account of this block. All subsequent proceedings have regard not to genuine claims by Native owners, but are derivative, and I, individually, have set my face against them on that ground. If there were any unfulfilled engagements between the Government and the Natives on account of that Himatangi Block they would have met with no person more willing than myself to insist that all such engagements should be fulfilled; but I believe there are no such unfulfilled engagements. When a bargain is made about the terms of which there is no dispute it ought to be kept.

235. *Colonel Trimble*.] Your statement, Dr. Pollen, has been so clear that I shall not have to detain you long; but there are one or two misapprehensions which you can also clear up. Dr. Buller, in answer to a question, said, in reference to an interview he had with you about the terms of the settlement with the Natives, “I made the proposal, and the matter came before Parliament, but the Legislative Council struck it out.” Was the interview with Dr. Buller before the Bill passed or afterwards?—There may have been an interview afterwards.

236. The interview of which you speak in that speech [handing the witness a volume of *Hansard*]?—It was before the passing of the Bill.

237. Dr. Buller stated that he made the proposition to you without having referred to the Natives, but that the proposition was in the interests of the Natives. Were the Natives present at the time he made the proposition to you?—According to my idea of the interview, I think the proposition was my own; but I am not sure that I know what you mean.

238. What was afterwards embodied in the Bill. But, whether it came from you or from him, were the Natives present?—Certainly, all of them.

239. And did they consent to all that was then arranged?—They did.

240. I asked Dr. Buller a question to this effect: “After that arrangement or interview with Dr. Pollen, why did you afterwards make a claim for the money?” He stated in reply that he made a claim for the money because the arrangement with you had not been carried to a conclusion?—The arrangement with me was carried out completely.

241. Was it carried out by bringing in the Bill?—The bringing-in the Bill was the formal completion of the arrangement. If my recollection serves me right, before this formal completion

of the arrangement Dr. Buller called on me in respect to these particulars; and whatever was carried out was carried out with the consent of Dr. Buller and of the Natives. Several of them came down to see me on the matter.

242. Dr. Buller was present then?—On all occasions.

243. A good deal has been said about Parakaia in the evidence given before this Committee: did it ever come before you that Parakaia agreed to McDonald being his agent for the receipt of the money?—These are questions which I cannot answer. I did not deal with that. I saw that some justice was required to be done, and I addressed myself to the doing of it without reference to anything else.

244. Did you examine into the whole question as far as you could, by documentary evidence and otherwise, at the time of this settlement?—Yes.

245. Did you examine into questions concerning these back rents?—I went into the whole of that question carefully, and as completely as possible, as the papers in the office will probably show.

246. I presume that you carefully examined all documents on the Ministerial files?—All that were accessible to me.

247. *Mr. Te Ao.*] Can you give the names of any Native owners that were present at your meetings?—I cannot remember. No doubt there would be some record of the persons who were present. There were half a dozen of the principal men, representing all the people.

248. Maihana: was he one?—I think so.

249. Do you know what hapu Maihana belongs to?—No, I could not tell you.

250. Have you not heard that he is a chief of another tribe, the Ngatitirangi?—I cannot recollect. That is all I know—that there were several chiefs there, and I understood them to represent the interests of all the owners.

251. Was the whole of the land returned?—The whole of the Himatangi was returned, as I understood it. The question of right would be settled by the Native Land Court. Subsequently the Court settled the claims of the hapus.

252. Would you mind referring to the map of the Himatangi Block that lies on the table?—The land which we intended should be given back is described in the schedule to the Bill. I could not say whether the boundary is laid down on the map, or whether that is the proper boundary.

253. The Legislative Council did not accept the proposition of Dr. Buller to forego the back rents?—The Legislative Council struck out the last words of clause 17, but left the general words. It was understood that the passing of this Act should be taken as a complete satisfaction by the Natives of all demands whatever, both in law and equity, which they might then have, as arising out of or concerning their claims in respect of this land. Nothing could be clearer than that. The other words were put in as representing a special matter.

254. Did you not put on record for the opinion of your colleagues that justice should be done to these Natives, and that wrong should not be inflicted on them?—My object in meddling with this matter at all was to do justice to the Natives; and, as we agreed about the whole of the conditions, I was satisfied that justice had been done. I am satisfied that something more than justice has been done.

255. Seeing that the Government has given back the land, is it right that they should keep the money. Should they not both go together?—When a bargain is made between two persons, each understanding the conditions of the bargain, there should be no going behind those conditions; and in consideration of 5,500 acres of land being given to the Natives to which the Native Land Court said they were not entitled, these Natives abandoned all claims of every kind whatever upon the Government.

256. Seeing that the Court awarded 5,500 acres of land, and said it was theirs, was it right that the amount of rent accrued from that land should be kept back?—It was not kept back. The only question is now, whether the right persons got the money or not. It has been shown since a fact which we did not know then—that all the money excepting £50 had been paid to some person or other.

257. Do you know who were the people that received that money?—No, I do not know. All that I know and insist on is this: that when a bargain is mutually made, and one of the parties to the bargain fulfils its engagements, the other party must fulfil theirs. They are not friends to the Natives in this or any other case who talk to them in any other strain.

258. Do you know anything of another block of land, which the Government gave to the Ngati-kauwhata?—No, I do not know.

259. Do you not think, seeing that Dr. Featherston gave the money to the wrong people, that the Government is still liable?—I do not know that it was given to the wrong people: it was said so; but that is a question always open to discussion.

260. Has not the Native Affairs Committee of the Legislative Council reported favourably on the petition of the Natives praying that the money be given to them?—I believe they have, but that does not make it right. The report of the Native Affairs Committee has not altered my opinion at all. It does not alter in any way the agreement I made with the Natives, upon which I take my stand. Reports of Committees are like Ministers' promises, and are sins that come home to roost sometimes.

261. There has been a little doubt thrown on this matter as to the right of the Natives who made the arrangement with you. You say you do not quite remember who the Natives were. I want to ask you, are you quite clear that Dr. Buller was there on behalf of those Natives, that he was acting for the Natives interested, and that he agreed to the arrangement that was made in the Bill?—Quite, absolutely; He brought the Natives to me and sat with me. The whole arrangement was made with Dr. Buller's concurrence and the concurrence of the Natives, one and all of them. Dr.

Buller and every one of them said the arrangement was a most liberal one on my part ; they expressed entire contentment with it. If they had not done so I would not have moved in the business.

262. Do you mean by that that you would not have brought in the Bill?—Certainly not.

263. The petitioner, Renata, says that he was not a party to that arrangement with Dr. Buller: do you think it would be binding on the other Natives—that is, other than those who went to your office?—There are always some individual Natives who stand out on the chance of something turning up in their favour, as we all know. I was dealing with the proper representatives of these hapus; and, to show that I was so dealing with them, there was no question raised in the Native Land Court as to the distribution and settlement of their interests in this block. That fact showed that I was acting with representatives. There were no dissentients. No Native came before the Court to say that he was kept out of his share. The only question is this £500: that is no longer a Native question, but outside their claim, and derivative from it.

264. Are you aware that the Legislative Council Committee did not accept Dr. Buller's proposition—that the Natives did not accept that proposition that the Natives should forego the back rents?—The Legislative Council accepted the proposition that the settlement of the Himatangi Block then made was a final settlement of all claims whatever.

Colonel Trimble: There is the Act to show it.

265. *Mr. Te Ao*.] Did not the Native Affairs Committee of the Upper House report as follows: "Your Committee therefore recommend that the claim for accrued rents and interest," &c. [Reads]?—It is very probable.

266. *Mr. Pere*.] The award of the Court was not a final one; it was only an interlocutory order?—It was a final order with one condition—namely, that the survey should be made within a specified time.

267. Was it not because the Maoris would not accept the award as a final one that they would not make the survey?—I only know facts. With us, when a Court makes an award, we usually accept it; if we do not we ask for a rehearing. Nothing was done here except that the survey was not made.

268. Was the whole area before the Court?—I believe so.

269. Eleven thousand seven hundred acres?—I believe so.

270. Do you know how the Government got possession of that 700 acres marked on the map?—I cannot say.

271. Are you not aware that the Government has sold part of that marked blue to Europeans?

—I cannot say. I do not know.

272. Was it a part of your agreement with Dr. Buller that the Natives were to give that 700 acres of land?—The Natives forget that the whole of this estate was in the hands of the Government; that it was included in the Rangitikei-Manawatu purchase from our point of view; that none of the land then belonged to the Natives at all. The gift of 11,000 acres was a pure concession on the part of the Government: that is shown by the conveying it to the Natives by this very Bill.

273. Who gave that land to the Government. Which of the Native owners sold to the Government?—I cannot tell you, except that this was included in the Rangitikei-Manawatu purchase, that was held to be complete; and that the land belonged, not to the Natives, but to the Government.

274. Do you not know that the Natives had entered into a lease for that particular block with certain Europeans?—That is no evidence that the Natives had a right to anything of it.

275. Do you know whether the Natives leased the land to Europeans, or whether they gave the land to the Government or sold it to the Government?—I cannot go into these particulars. I do not recollect. I only know that I endeavoured to do justice to the Natives in this business, and I have been so persecuted and worried about it that I will take very good care how I enter upon a thing of that kind again.

276. Are you aware that Dr. Featherston acknowledged that this land was improperly taken from the Natives? I do not mean to impute anything to you, but are you not aware of that?—I think I have already said that I am not here to defend the Rangitikei-Manawatu purchase; but the purchase was made. It appeared to me that some injustice had been done to certain Natives. I endeavoured to remedy that. This claim is not a Native's claim, but is a lawyer's claim.

277. Then your reason for giving the land back was because you believed that Featherston or the Government took the land wrongfully?—I do not say that at all. It was thought there might have been some injustice—that there was some ground for the complaint of the Natives—and I endeavoured to remedy it.

278. You must have known that the Natives had been unjustly treated?—I do not think there was any wilful injustice. There was a mistake, probably; there was an error of some kind. I am quite sure that Dr. Featherston would not wilfully do an injury to any Native.

279. How can you uphold Featherston?—If any injustice was done, the responsibility for it would not rest solely on Dr. Featherston's shoulders. If there was an injustice done in this instance, the fault would be Dr. Buller's as much as that of his principal, Dr. Featherston. Dr. Featherston was Superintendent of Wellington, and his personal interference in the business was not very direct or constant.

280. I am only speaking of this Himatangi 700 acres now?—I agreed that the Natives should have 11,000 acres of land, and they have got it.

281. Do you refuse to give them that piece marked blue?—I could not give it to them. I gave them twice the quantity of land that the Court awarded to them.

282. Can you explain why this 700 acres was not given?—I could not give more than the law allowed me to give them.

283. I want to get information about this 700 acres?—[*Colonel Trimble*: The 700 acres has

nothing to do with this inquiry. This is a petition for £500 and 10 per cent. interest.]—The land belonged to the Crown: the Crown had the right to do what it liked with it. The Native title was held to be extinguished over every bit of it.

THURSDAY, 6TH AUGUST, 1885.

Mr. T. W. LEWIS, Under-Secretary of the Native Department, examined.

284. *The Chairman.*] Will you be good enough to tell us what you know on this subject?—I should say first that my knowledge of the matter is from papers in the department.

285. Have you any knowledge as to the action of Dr. Featherston?—I had a general knowledge as private secretary to the Native Minister. Since I have been Under-Secretary of the Native Department it has been my duty on several occasions to go carefully through the papers. From them I have gained the knowledge I possess of the case to which this petition relates.

286. Were you in the department when Dr. Pollen was Minister?—Yes.

287. You heard his evidence yesterday?—Yes. When the Hon. Dr. Pollen was Native Minister I was Chief Clerk in the department. Mr. Clarke was Under-Secretary, but the papers passed through my hands. If the Committee wish, I can state generally what I gather from the papers with reference to this claim. The claim of the petitioner and the Natives whom he represents is for £500 and interest accrued thereon at 10 per cent., being rents impounded by Dr. Featherston as due or received from Captain Robinson for the Himatangi and other land, it being stated that Dr. Featherston, in his purchase of the Rangitikei-Manawatu Block, promised to pay over to the Natives the impounded rents, with interest thereon. It is true that Dr. Featherston took over these leases, and, in respect to the impounded rents, paid the Natives various sums of money. An amount of rent was due from Captain Robinson of £568 15s. 10d., and a sum of £500 was accepted as a settlement by Dr. Featherston on behalf of the Government. In the early correspondence relating to the Rangitikei-Manawatu Block, of which Himatangi is a portion, I find no reference to impounded rents. There are several applications for the Himatangi Block to be returned. I find a correspondence with Sir Donald McLean from some Natives belonging to Parakaia, applying for a return of the block to them. There is no distinct evidence of any promise by Sir Donald McLean that Himatangi should be given back, although subsequently to the sitting of the Land Court to which reference has been made, when 5,500 acres were awarded to Parakaia and his people, it was proposed that the balance of the block should be given to the Natives. This proposal was made to the Superintendent in a memorandum from the Native Minister, which has been printed. (*See Appendices to Journals of House of Representatives, 1872, G.—40, No. 24.*) No written reply seems to have been made by the Superintendent; but there is other evidence that the Provincial Government did not accede to the proposal. There are several letters subsequently, both from Dr. Buller and the Natives, to Sir Donald McLean with reference to claims to the land. I find a minute dated in 1876, which was shortly before Sir Donald McLean left office. It is a memorandum by Mr. Clarke, the Under-Secretary. It is as follows:—

Memorandum for the Hon. the Native Minister.

ATTACHED to these papers is the report of the Native Affairs Committee of the House of Representatives on the long-outstanding Himatangi dispute. The Committee make no recommendation, but refer the question back to the Government. It is very desirable that the question should be settled as speedily as possible. The block to which the Natives lay claim is 11,000 acres. The Native Land Court awarded just half, 5,500 acres. The award lapsed, as the survey was not made in the time specified. The Government do not desire to take advantage of this. As the whole matter has been a source of heartburning to the Natives for years past, I would recommend that every consideration be extended towards them, and that they be allowed 6,000 acres out of the Himatangi Block, which should be divided longitudinally, giving the Natives that portion next the Awahou Block; that the part next the railway-line be retained by the Government. The Government to have dividing-line laid off. Natives to sign a release of all claims against the Government in respect of Himatangi.

28th September, 1876.

H. T. CLARKE, Under-Secretary.

Upon this memorandum Sir Donald McLean made the following minute:—

Louise concur in having this arrangement carried into effect as soon as possible.

DONALD McLEAN.

This was the last minute Sir Donald McLean wrote on the subject. That decision of Sir Donald McLean was communicated to Dr. Buller, as agent of the Natives, in the following letter:—

SIR,—

Native Office, Wellington, 30th September, 1876.

Referring to your letter of the 19th June last, in which you state you are instructed by your clients to ascertain whether any decision has been come to by the Government on the subject of the Himatangi Block, I have the honour, by direction of the Hon. the Native Minister, to convey to you for the information of your clients the decision at which, after giving the matter careful consideration, the Government have arrived.

As you are aware, your clients presented a petition, setting forth their grievances, to the House of Representatives; and a report of the Native Affairs Committee has been forwarded to the Government, in which they decline to make any recommendation.

As it is desirable that the question should be settled, and the Government wish to extend towards the Natives every consideration consistent with justice, they have therefore decided to give to Hera Pitihira and the other Natives concerned 6,000 acres next the Awahou Block, to be surveyed longitudinally, on condition that the Natives give an assurance in writing that they have no further claim against the Government in respect to the Himatangi Block.

The survey to be executed by the Government.

I have, &c.,

W. L. Buller, Esq., &c., Wellington.

H. T. CLARKE, Under-Secretary.

To that letter Pitihira te Kuru and some others, including the petitioner, Renata Ropiha returned a reply, dated the 19th January, 1877, in which they decline to accept 6,000 acres, and desire to get 11,000 acres. The following is a translation:—

To the Government.

Foxton, 19th January, 1877.

FRIENDS, salutations to you. Dr. Buller has arrived hither and publicly read to us the letter of the Government offering to subdivide 6,000 acres out of the Himatangi Block for us. Hearken! We decline to accept 6,000 acres. What we desire is that all the 11,000 acres be given back to us; then we will be satisfied. This is our definite word—that all that 11,000 acres be returned to us.

Consider! You have satisfied all the desires of Ngatikauwhata. Why, then, should you not agree to our application to have all our land returned to us? We, the hapus who were quiet and peaceable, do not have our claims admitted

by you, while those of the hapus who participated in the money are satisfied, inasmuch as you have given Ngatikau-whata a large sum of money (?) while our application is refused.

Hearken! We will drive off the pakeha's sheep that are on that run.

PITIHIRA TE KURU and Others.

In forwarding that and two other letters Dr. Buller wrote the following letter, dated the 5th February, 1877 :—

SIR,—

Hunter Street, Wellington, 5th February, 1877.

At the request of Pitihira te Kuru and other claimants to the Himatangi Block, I beg to forward herewith for the information of the Government three letters, viz. :—

1. A letter from Pitihira te Kuru and twenty-five others declining to accept the offer of 6,000 acres in satisfaction of their claims, as conveyed in the Under-Secretary's letter (30th September, No. 419), and stating their grounds for such refusal.

2. A letter signed by all the claimants, appointing three of their number to act, on behalf of the whole in all future negotiations with the Government on this subject; and,

3. A letter from the same Natives applying for their share of the Rangitikei-Manawatu rents.

In regard to the first and second of these letters, I would ask, on behalf of my clients, to be allowed an interview with the Hon. the Native Minister for the purpose of explaining more fully than can be done by letter the history and present position of the Himatangi case.

With reference to the third letter, it may be necessary to explain that when the late Dr. Featherston commenced the negotiations which ended in the purchase for the Crown of the Rangitikei-Manawatu Block, he impounded the rents which were being paid by the squatters (under Native leases), promising to collect and pay these over on the completion of the purchase. The ostensible reason for this was that the tribes were disputing over these rents, and might come to blows about the division; the more obvious reason was that the stoppage of this income would accelerate the sale of the land.

When the purchase was completed, the back rents thus impounded had amounted to £3,000. After deducting therefrom the shares of those admitted owners (the Himatangi claimants being among the number) Dr. Featherston paid these rents over to the tribes at the same time that he handed over the purchase-money.

Although kept back for that purpose, it appears that this proportionate share has never yet been handed over to the Himatangi Natives.

Alexander Mackay, Esq.,

Native Secretary, Wellington.

I have, &c.,

W. L. BULLER.

I will also read another of the enclosures, No. 2.

(Translation.)

Himatangi, 20th January, 1877.

THIS is a letter of ours appointing certain persons to act on our behalf and to confer with the Government, and with our lawyer also, Dr. Buller, respecting our land Himatangi. There are three hapus who have agreed to this arrangement: for Ngatiteau, Pitihira te Kuru; for Ngatirakau, Renata Ropiha; for Ngatituranga, Rori Rangihewa.

RETIMANA TE KAMA, and Others,

Being the names of the persons who agree to these three persons to act on behalf of the three tribes of Ngatiteau, Ngatirakau, and Ngatituranga.

288. *Colonel Trimble.*] Who are the persons referred to in the letter as the persons authorized to negotiate with the Government?—For Ngatiteau, Pitihira te Kuru; for Ngatirakau, Renata Ropiha; for Ngatituranga, Rori Rangihewa. In accordance with that letter Dr. Buller appears to have had an interview with Dr. Pollen, and a conference on this subject. There are Ministerial memoranda which it would not be right for me to refer to. The Minister concerned (Dr. Pollen) has himself given evidence upon these negotiations. The conclusion arrived at by the Government was to give the whole of the Himatangi Block to the Natives, and to bring in a Bill for that purpose. That decision was conveyed to Dr. Buller in the following letter, dated 30th June, 1877 :—

SIR,—

Native Office, Wellington, 30th June, 1877.

Referring to the correspondence that has taken place on the subject of the Himatangi Block, I have the honour to inform you that the Hon. Native Minister intends to submit to Parliament a Bill to authorize the giving-back of the block to the Natives, making it inalienable.

Dr. Buller, C.M.G., Solicitor, &c., Wellington.

I have, &c.,

HENRY T. CLARKE, Under-Secretary.

289. Is there any reply to that?—No, there is no written reply on record; but Dr. Buller was in frequent communication with the Government on the subject. I have before me the draft Bill for the Himatangi Block—the Himatangi Crown Grants Bill. The 17th section in the original draft of this Bill says that “the passing of this Act shall be deemed and taken to be a full and complete satisfaction of all actions, suits, claims, damages, and demands whatsoever, both at law and in equity, which the said hapus, or the members thereof, now have against Her Majesty or the colony in respect of, or arising out of, or concerning the said block, or the rents, issues, and profits thereof, or the sum of £500 paid to the Provincial Government of the late Province of Wellington, or of the interest thereon, or otherwise howsoever.” I do not know whether I am right in expressing an official conclusion.

The Chairman.] You need not do so now. Keep to the facts.

290. *Colonel Trimble.*] That is the Bill that was actually introduced?—This, I believe, is the Bill that was actually introduced. It has been necessary for me to refer to the giving-back of the land, for the land question and the rents are so intermixed that it would not have been possible to make one matter clear without referring to the other. The latter portion of the clause which I have read was struck out in the Legislative Council. After the Bill was passed correspondence commenced with regard to the back rents. Dr. Buller wrote to the office, dated 22nd November, 1877, as follows :—

Hunter Street, Wellington, 22nd November, 1877.

SIR,—

Re Himatangi.

Will you kindly inform me whether it is the intention of the Government to make provision on the supplementary estimates for the £1,000 now claimed by the Himatangi Natives in respect of back rent and interest thereon at 10 per cent.

You are doubtless aware that the Hon. Dr. Pollen, in his place in the Legislative Council, when introducing the Himatangi Crown Grants Bill, gave a pledge on behalf of the Government that this claim should be met and satisfied.

H. T. Clarke, Esq., Under-Secretary, &c.

I have, &c.,

W. L. BULLER.

I should here state, to make the matter clear, that this and other letters evidently go upon the assumption that there was at the time some money in the hands of the Provincial Government which remained unpaid in connection with this block. This letter does not appear to have been submitted to the Minister; but instructions were given by the Under-Secretary to ascertain whether the amount of impounded rents was in the hands of the Provincial Government. The

next letter on the subject of rents is dated 1st April, 1878. It is from Mr. W. L. Rees, solicitor, and in it the claim has grown larger.

SIR,—

Hastings Street, Napier, 1st April, 1878.

I have the honour to request that you will furnish me with any information in your power regarding a sum of money, said to be £1,500, lying in the hands of the Government to the credit of the grantees of Himatangi Block.

I am acting for the said grantees and the persons whom they represent, and I shall feel much obliged by your attention to this matter.

H. T. Clarke, Esq., Native Department.

I have, &c.,

W. L. REES.

This letter also bears no minute of the Minister; but Mr. Rees was written to as follows:—

SIR,—

Native Office, Wellington, 8th April, 1878.

I have the honour to acknowledge the receipt of your letter of the 1st instant, in which you request to be furnished with information regarding a sum of £1,500, said to be lying in the hands of the Government to the credit of the grantees of the Himatangi Block.

In reply I have to inform you that the Himatangi Natives, through their solicitor, Dr. Buller, made application to the Government to pay to them £500, their share of accumulated back rents impounded by Dr. Featherston when Superintendent of the Wellington Province. By reference to a letter from Dr. Featherston dated 26th January, 1871 (*Vide* Appendix, Parliamentary Papers, 1874, H.—18, p. 12) it appears that the impounded rents over the whole Manawatu Block, of which Himatangi is a part, amounting to nearly £3,000, were handed over to the Natives. This was pointed out to Dr. Buller, who undertook to prove from the provincial records that some mistake had been made; but up to the present time he has failed to throw any new light on the subject.

I have, &c.,

H. T. CLARKE, Under-Secretary.

W. L. Rees, Esq., &c., Napier.

The matter next comes up as regards the rents in 1880, in a long letter from Dr. Buller, dated 23rd July, claiming back rents, with interest. Mr. Bryce was then Minister for Native Affairs, and he minuted the letter to the following effect: that he had not time to enter on the question then; but his impression was that the Natives agreed to accept the block of land in full settlement of all their claims, including the back rents. At the same time Mr. Bryce instructed me to write to Mr. A. McDonald asking him to furnish any information he had on the subject. I accordingly did so; and Mr. McDonald's reply is printed with the papers. (*See* Appendix to Journals of the Legislative Council, 1881, No. 3, p. 6, No. 9.) Mr. Bryce carried out his promise of looking carefully into the matter. He embodied the result of his inquiry in a memorandum (to which he has referred) addressed to his colleague, the Hon. Mr. Rolleston, and an official communication was made to Dr. Buller by myself on the subject.

291. Was that by order?—Yes, by order. It is as follows:—

SIR,—

Native Office, Wellington, 19th January, 1881.

Adverting to my letter, No. 2,184, of the 30th July last, with reference to the demand made by you on behalf of the owners of the Himatangi Block for payment of the back rents collected by Dr. Featherston in January, 1870, with interest at the rate of 10 per cent. per annum, I have the honour, by direction of Mr. Rolleston, to inform you that, after a careful consideration of the matter, the Native Minister and himself have arrived at the conclusion that the case of the claim preferred by the Natives has not been made out, and that the Government would not be justified in recognizing it, or placing an amount on the estimates to meet the demand,

I have, &c.,

T. W. LEWIS, Under-Secretary.

Dr. Buller, C.M.G., Solicitor, &c., Wellington.

The matter next came before the Legislative Council by petition from the Natives. I am not positive, but I do not think I was called on to give evidence before that Committee. A return was called for by the Legislative Council to the following effect: "That there be laid on the table a return showing the mode in which the Government has ascertained that a sum of £66 2s. 1d. is the amount due in respect of the rents impounded by the Land Purchase Commissioner, with 10 per cent. per annum interest." The explanation as to how that £66 2s. 1d. was made up is given in the schedule on page 6 of the paper No. 3 of the Legislative Council, 1881. The £66 2s. 1d. was placed on the estimates as the sum payable in accordance with the resolution of the Legislative Council, and Dr. Buller was informed at the time that the Government would pay that amount to the Natives. It has not been paid.

292. Why?—The Natives have not asked for it. I suppose, because they claimed a larger amount they would not accept this sum. That brings the matter up to the present time. I would, however, like to add a further explanation with regard to the amount of the rents. It was understood before the passing of the Act of 1877 that Dr. Featherston had proposed to pay to the Natives the amount due from the lessees. That amount was made up by the Treasury to be £4,699 12s. 1d. The amount of rents distributed by Dr. Featherston, Dr. Buller, Mr. Cooper, and possibly others, was £4,633 10s., leaving a balance undistributed, or, rather, leaving the difference between the amount distributed and the amount due from the lessees, £66 2s. 1d. The total amount received by the Government from the lessees in connection with these rents was £1,971 1s. 10d.

293. How much was paid over what the Government collected?—The Government paid £2,662 8s. 2d. more than was collected. I would also call the attention of the Committee to a letter, to which reference has already been made, addressed to myself by Mr. Alexander McDonald, dated the 6th of August, 1880, in which he reports generally on the distribution of the rents, and calls attention to a letter addressed to Mr. J. C. Richmond by a large number of Natives, including Parakaia, the principal Himatangi owner, requesting the Government to make a division of the money. Mr. McDonald in this letter intimates that he considered that the tribal division was made by Dr. Featherston.

294. I have to ask you one or two questions upon the evidence, because the reporter has left out two or three questions and answers which I thought were of considerable importance. I do not blame the reporter, because, if you recollect, the questions were asked over the map. Can you produce a memorandum of Dr. Buller's showing the extent of Robinson's run?—I produce a paper in Dr. Buller's handwriting. It is not signed by himself.

295. Is this the document shown to Dr. Buller the last time he was before the Committee, which he said was in his handwriting?—Yes.

296. Will you please read that part of the paper which gives the boundaries of Robinson's run?—Yes; it is as follows: "Memo. of lease. (1.) Robinson, August 12, 1861. Fifteen years: rent advancing from £50 at the rate of £10 per annum to end term. Land lying between Manawatu

River and the sea. Bounded on the north by Cook's run, and south by boundary of Awahou Block."

297. Did Mr. Alexander McDonald act for Dr. Featherston in the distribution of any of these moneys?—To the best of my belief he did.

298. Have you any document showing that McDonald was acting for the Natives in this matter?—There are letters of the 23rd and 27th February, 1869, addressed to Mr. Richmond, in which the principal Natives agree that Dr. Featherston and Mr. Alexander McDonald shall pay the money to them—that is, to the three tribes.

To Mr. Richmond.

Otaki, 23rd February, 1869.

FRIEND, salutations. We, the Ngatiraukawa, have assembled together to consider what is to be done with respect to the Rangitikei rents, which were impounded by the Superintendent of the Province of Wellington in the year 1864.

We have heard that the Government have fully determined to pay the money for the leases into our hands—namely, to the non-sellers and to the sellers—and we have consented to the determination that the Government have come to with respect to that money. However, what we wish is that the Government should make a correct division of that money: Ngatiraukawa, together with Hoani Meihana and some of the members of the Rangitane Tribe, to receive the same amount as the Ngatiapa, with Peeti and some other of the members of the Rangitane Tribe.

However, our reason for consenting to this disposition of the money is that the difficulty may be soon settled, and Maori disputes regarding it done away with; but the main reason for our consenting has been overlooked since before the disputes which occurred before the sale of the land; but our only reason for agreeing now is that the difficulties should cease. We have authorized Mr. Alexander McDonald to receive the portion of the money to which the Ngatiraukawa are entitled, and to hand it to them. Dr. Featherston can pay the Ngatiapa the amount to which they are entitled.

MATENE TE WHIWHI and Others.

27th February, 1869.

THIS is a letter from Tapa te Whatatupari, of the Ngatikauwhata, in respect of the money, expressing a hope that it may be equally divided, one-half for Ngatiapa and Rangitane and one-half for Ngatiraukawa, and that Dr. Featherston and Alick McDonald hand over this money to us and the three tribes.

TAPA TE WHATATUPARI and Others.

299. You referred to a letter just now that had been addressed to Mr. Richmond?—Yes. The concluding portion of that letter is, "We have authorized Mr. A. McDonald to receive the portion of the money to which the Ngatiraukawa are entitled, and to hand it to them. Dr. Featherston can pay the Ngatiapa the amount to which they are entitled."

300. That letter is signed by many Maoris?—Yes.

301. Have you the original letter?—Yes; I produce original letter.

302. Will you point out the signature of Parakaia?—It is there [pointing to the signature].

FRIDAY, 7th AUGUST, 1885.

Mr. T. W. LEWIS examined (continued from the 6th August).

303. *Mr. Te Ao.*] When Dr. Featherston impounded the rents did he not make a promise that they would eventually be returned to the Natives?—I believe so. There is no distinct record to be found on that subject, but it has been generally accepted that such a promise was made.

304. Was Dr. Featherston the accredited agent of the Government at that time?—Yes, for the purchase of this land. I believe that at that time land-purchasing was conducted by the Superintendents of the different provinces.

305. Seeing that Dr. Featherston made a promise to give back this money as Superintendent and agent of the Government, how is it that that promise was not carried out?—In a letter from Dr. Featherston to the Government he stated that he had carried out that promise, and that the money had been paid.

306. Does his letter prove that the money was paid to the owners of the land?—Here is the letter itself: the Committee can judge. [Letter read.] The letter is No. 6 of the papers, and is dated the 5th of November, 1869, from Wellington. It is printed in the papers of the Legislative Council relating to the Himatangi back rents, 1881.

307. Does that letter show that any portion of the money was paid to any of the Himatangi Natives? [*Colonel Trimble*: The letter has been put in. It has been referred to several times. I do not see what we want with Mr. Lewis's views in the matter.] Has it been shown—I will put it this way—that money was paid to any of the Himatangi Natives?—Not specifically.

308. *Mr. Bryce.*] In that letter?—Not specifically.

309. But Mr. Te Ao asks his question in a wider sense, I would ask the same question, not confining yourself to that letter at all. I ask you if you know whether money was paid to any of the Himatangi Natives?—Mr. Te Ao, I think, refers to a return which was asked for by the Legislative Council in 1881 of the names of the Natives who were declared by the Native Land Court to be owners of the Himatangi Block, with notes showing which of them had signed receipts for rents. Search was made, but no receipts from these specific Natives were found. Considering, however, the way in which the money was distributed in respect of the rents, the absence of receipts from the Natives does not enable me to say whether they got the money or not. In continuation of that answer, I would state that Mr. A. McDonald, who knew all about the matter, and was on the spot, in the letter before referred to states that the distribution of rent reached generally those who were entitled to receive it. Reading together portions of Mr. McDonald's letter to myself and the letter signed by Parakaia to Mr. Richmond, it would seem that all Dr. Featherston was expected to do was to pay over proportions of the rents to certain persons, leaving the Natives to divide their individual shares. Mr. McDonald further remarks that he never saw the Himatangi lease to Captain Robinson; but he always understood that the lessors, sellers and non-sellers, received the share of the rents allotted to them by the rest of the Ngatiraukawa Tribe.

310. *Mr. Te Ao.*] What money was it that he alludes to, and which was paid to Ngatiraukawa?—I cannot answer as to details. I have no further information as to the distribution of the rents than is printed in the papers before the Committee.

311. Was not McDonald's position this: that he was acting on behalf of the Ngatikaupara—that is, with regard to the Manawatu and Rangitikei Block?—I am not able to say what Mr.

McDonald's position was in regard to any particular hapu. In the early correspondence, so far as I can see, the general division appears to be into sellers and non-sellers.

312. Seeing that the Court awarded the bulk of the block to the sellers, did not Mr. McDonald insist that land and money also should be given to certain of the non-sellers?—Yes; but you now refer to another matter—the subject of a subsequent arrangement between certain Natives and the Government.

313. Are you aware that the result of these negotiations was that a sum of money—about £4,000—was paid to the Ngatikaupara?—I am aware that a sum of money, about that amount, was paid to certain Natives; but that had nothing to do with Dr. Featherston's previous payments on account of rents impounded.

314. And that some land was also given to these people?—I am aware of that; but I cannot charge my memory with either the exact amount of money or the quantity of land.

315. *Mr. Bryce.*] Was that distinct from Dr. Featherston's payments?—Yes; as I have said, that was altogether distinct from Dr. Featherston's payment.

316. *Mr. Te Ao.*] You say that was quite distinct from Dr. Featherston's payments?—Yes.

317. Seeing that Mr. McDonald's negotiations resulted in money and land being given to the Ngatikaupara, how was it that no money was given to the Himatangi people, who were also large sellers?—I do not see how I can answer that question.

Mr. Bryce: I submit that that question has nothing whatever to do with the subject of this inquiry.

The Chairman: I was about to say so. I cannot see what Mr. Te Ao is aiming at; but I thought his question might have some drift.

318. *Mr. Te Ao.*] Do you think that any part of the Himatangi money was included in the money paid to Ngatikaupara?—It was a distinct matter altogether.

319. The reason I ask you this particular question is this: You stated in your evidence that rent-money had been paid to a number of Natives; therefore I asked you whether any portion of the £4,000 was paid to the Himatangi people?—The two matters are altogether distinct. The matter you allude to does not in any way refer to these payments by Dr. Featherston on account of rents.

320. I repeat the question because I want it to be clear. Can you inform me what hapus received the Himatangi rents?—I have no other information than what is contained in the papers before the Legislative Council in 1881.

321. Have you seen the report adopted by the Native Affairs Committee of the Legislative Council, recommending that this money should be returned to the Himatangi Natives?—Yes.

322. *Mr. Hakuene.*] Has any money been paid to the Natives since that £4,000?—Any Natives?

Colonel Trimble: He means the Natives in that block.

323. *Mr. Hakuene.*] Has any money been paid to any of the hapus since that £4,000 was paid to the Ngatikaupara?—I am not aware that any money has been paid. I believe not.

324. You think that no money besides that £4,000 has been paid?—I would add to my previous answer, if the Committee will allow me, that I am afraid some confusion will arise by bringing into this matter payments made in connection with other transactions, which are quite distinct. The payment referred to by Mr. Hakuene refers to another large question.

The Chairman: Mr. Hakuene is bringing in a subject which is not before us.

Colonel Trimble: The notes will create the greatest confusion if that is done.

325. *Mr. Hakuene.*] Do you quite understand why Dr. Featherston held back the Himatangi rents?—What back rents do you refer to?

326. I mean this £500?—My object in asking Mr. Hakuene to be specific was that I might explain what was the actual position of the matter. Dr. Featherston's letter, to which allusion has been made, refers to general amounts which he held back because at the time the Natives were not ready to receive them. These amounts were subsequently distributed. The £500 which is the subject of this petition does not represent any amount that was held back from the Natives. The total amount of £4,699 12s. 1d. represented what was due from European occupiers of the Rangitikei-Manawatu Block. From time to time a portion of the money was paid to the Natives by Dr. Featherston irrespective of whether it had been received from the lessees or not. Altogether the Treasury accounts show that £4,633 10s. was thus distributed. The total amount received from the lessees was £1,971. These amounts were recovered as they could be got.

327. *Colonel Trimble.*] Did the Government lose the balance?—Yes.

328. How much?—The Government paid £2,662 8s. 2d. more than they received.

329. *Mr. Pere.*] Was £4,699 the total of the rent-money due?—Yes.

330. Was any part of that £4,699 paid to the Himatangi?—Mr. Pere was not in the room when I quoted letters, which appeared to show that there was a general participation by them.

331. You only think that they received them?—I believe they received a share of the rents, and I think that Parakaia gave authority to receive the portion of himself and his people. Mr. McDonald's letter, I think, shows that.

332. Are you prepared to say that the signature of "Parakaia" to that document is a genuine one?—I have no doubt of it.

333. What reason have you for supposing that it is a genuine one?—The reason is that it has been seen by persons who knew Parakaia's signature well, and they say there is no doubt about it.

334. Have not the Government any letters or papers from Parakaia, so that we could compare them?—Very likely; but the genuineness of this signature has not before been questioned. I showed the letter to Dr. Buller some time ago, and he, to the best of my belief, said that it was Parakaia's signature; that there could be no mistake about the genuineness of the signature.

335. Do you think that that is a genuine document, and that the people whose names appear here each signed his name?—Mr. Pere well knows that in 1869, when that document was written, a chief would consider himself entitled to sign the names of all his people if he thought fit.

336. You admit, then, that it is very likely signed by one of the chiefs on behalf of a number of the people?—No, I do not say that; but it is evident that, although the document bears several distinct signatures, some of the signatures are in the one handwriting. With regard to a question asked a short time ago as to the genuineness of Parakaia's signature, here is a note in pencil by the late Judge Young, who knew Parakaia and his signature well. He puts this pencil-note opposite two other signatures, "Signed by Parakaia."

337. I will now question you on the arrangement made by Dr. Pollen. Do you think that the reason why Dr. Pollen gave 11,000 acres to these Natives was because he felt there had been injustice and wrong done by Dr. Featherston? [*Colonel Trimble*: Dr. Pollen himself was examined. Mr. Lewis cannot possibly know anything about his motives.] Was any part of that £4,600 paid on account of rents, or was any part of it paid on account of purchase-money?—On account of rents. It had nothing to do with purchase-money. I believe not.

338. This letter signed by Parakaia—was it dated when the Manawatu Block was purchased?—The date of the letter is Otaki, 23rd February, 1869, and the period of the transactions connected with the Manawatu Block covers the date of that letter.

339. When that letter was written was that £4,600 lying in the bank or was it lying in the hands of the Government?—I have explained more than once already that the amount was never lying in the hands of Government at all. That £4,699 represented the amount of rents due from the lessees, which Dr. Featherston, as alleged, promised should be paid to the Natives. He drew out that money from the Treasury from time to time, to make distribution to these Natives. Altogether a sum of £4,633 was paid in this way to the Natives. Apart from that distribution altogether the Government tried to recover these amounts from the lessees, but they only succeeded in collecting £1,971.

340. Was that money divided in terms of that letter?—Dr. Featherston, in his letter addressed to Sir William Fox, 5th November, 1869, gives a general account of one large distribution.

341. What I want to ask you is whether a distribution of money took place in consequence of that letter, in accordance with the terms of that letter?—I am not in a position to express an opinion in that matter of my own knowledge, but I produce a letter from Mr. A. McDonald, who gives his opinion that the rents were distributed generally in accordance with that letter.

342. *Mr. Bryce*.] He was the agent?—He was an agent of the Natives. I should add to that answer that Mr. McDonald represented, at the time of the inquiry, non-sellers who laid claim to these rents.

343. *Mr. Pere*.] Does Parakaia's name appear to any receipt for that money—money paid either by Mr. McDonald or Dr. Featherston. What I mean is, if McDonald did distribute any of this money has any receipt been shown or produced that Parakaia received any of that money?—No receipts. Mr. Pere, I think, has already seen the return which shows that no receipts were found. I would add that I do not think receipts would be expected under the circumstances.

344. Is it a European custom to pay money without receipts?—In the distribution of rents to Natives in those days we know that receipts were not always obtained.

345. Is there no memorandum even, giving the names of people to whom these moneys were paid—putting receipts out of the question, is there no memorandum?—I have very little doubt there were at the time memoranda showing generally and particularly the receipts, and furnishing full information; but these payments were made by the Provincial Government and their agents. When the claim for these back rents was first made the Provincial Governments had ceased to exist, and their offices had been broken up; therefore the Native Office has been unable to obtain a number of papers that must have existed on this question.

346. How is it, then, they got hold of some documents and not others?—The documents I produce are documents in the Native Office, which has not been broken up.

347. *Colonel Trimble*.] Who is that letter addressed to?—To Mr. Richmond.

348. He was then Native Minister?—Yes, he was Native Minister at that time.

349. *Mr. Bryce*.] You have produced a letter signed by Parakaia and other Himatangi Natives appointing Mr. McDonald to receive the rents due to them, have you not?—Yes.

350. Was money paid to McDonald in the terms of that letter?—Yes.

351. His receipt for that money is producible?—I believe it is.

352. Is it at all disputed that money was so paid to McDonald?—No.

353. Does not that constitute a receipt among Natives?—Yes; but the question in the form it was previously asked was, whether any of these Himatangi Natives actually signed receipts themselves, which I believe they did not.

Mr. J. BRYCE, M.H.R., gave evidence.

Mr. Bryce: I want to make a statement with respect to a particular portion of Dr. Buller's evidence. It is not very material, but I would like to be allowed to make it in order to put myself right with the Committee. Shortly after I took office in 1879 Dr. Buller waited on me in reference to this claim—the claim in the present petition—and he stated the case from his own point of view. I was not familiar with the case at that time, and I said to Dr. Buller at the conclusion of his statement that from his statement there appeared to be a claim; but I said that I would go through the papers carefully before making any definite promise on the subject. Dr. Buller pressed me very hard and persistently there and then to make a promise. I declined. So far Dr. Buller and myself are agreed. But Dr. Buller alleges that after I had gone through the papers I still professed to have a favourable opinion of the claim. To that statement I give an absolute and unqualified denial. After the perusal of the papers and examining the whole subject I never had the slightest doubt that the case was bad. The matter was technically not in my department, but in the department of Lands; and I wrote a memorandum on the subject to the Minister of Lands, embodying the result of my examination of the papers. That is all the evidence that I desire to give, for I know nothing further except what the papers disclose.