

name nor description of the vessel is afforded. Mr. Webster denies that he owned such a vessel, and there is no apparent reason to question his denial.

8. That, if it had been true that Mr. Webster owned a British vessel, no law of Great Britain is known by which such ownership would have been tantamount to an act of naturalisation.

9. That, no evidence being adduced to show that Mr. Webster owned a British vessel, the inference sought to be drawn from the assertion that he "did not relinquish the right of a British subject, such as the ownership of a British vessel which he possessed," must be treated as wholly without justification.

10. That the letter of the Colonial Secretary of the 7th August, 1841, may be regarded as conclusive evidence that Mr. Webster had not been naturalised as a British subject.

11. That that letter was inconsistent with the instructions given to the colonial authorities, as disclosed by the note of Lord Aberdeen to Mr. Everett of the 10th February, 1844, which says, "Having now received an answer from the Colonial Department, the undersigned has the honour to inform Mr. Everett, with reference to the first head of complaint, that, in consequence of certain questions raised by the American Consul at Sydney as to the rights and obligations of aliens in New Zealand, instructions were forwarded to the Governor of that island in the month of March, 1841, upon which occasion that officer was directed to bear in mind the principle that where aliens had acquired land from the chiefs prior to the proclamation of the Queen's sovereignty there, and that fact was undisputed, the claims should be acknowledged, but that where a doubt arose whether the alien made a *bona fide* purchase of the land the settler should be treated as any British subject, and his claim disposed of accordingly."

12. That the argument that Mr. Webster elected to be a British subject, and to renounce his rights as an American citizen, is not sustained by the facts, and is unwarranted by the law.

The anxiety exhibited on this subject, and the ingenuity in argument in regard to it, in the memorandum of Sir Robert Stout, are amply justified by a review of the treatment of Mr. Webster's claims.

Taking the proceedings of the first Commission, as set forth in the memorandum, we have the following in respect to Mr. Webster's claims:—

Case No. 305.—Two hundred and fifty acres; conveyance by Natives; consideration, merchandise to value of £208. Report: *Bona fide*; consideration (goods), £114 12s.; Sydney prices, £343 16s.

305A.—Six hundred acres; deed; consideration (merchandise and cash), £260. Report: *Bona fide*; 250 acres; consideration (goods), £94 14s. 6d.; Sydney prices, £284 3s. 6d.

305B.—Fifteen hundred acres; deed; merchandise, £90. Report: *Bona fide*; goods, £71 18s. 6d.; Sydney prices, £215 5s. 6d.

305C.—Twenty-five hundred acres; deed; merchandise, £203. Report: *Bona fide*; 800 acres; goods, £89 10s.; Sydney prices, £268 10s.

305D, 305E, 305F, 305L.—These are alleged to have been withdrawn, and no report appears on them. They comprise 4,000 acres of land and two islands whose area is not stated; and consideration, in cash and merchandise, for the whole is claimed to have been paid to the amount of £1,820.

305G.—Boundaries stated, but not contents; deed; merchandise, £490. Report: *Bona fide*; 10,000 acres; goods, £140 8s.; Sydney prices, £421 4s.

305H.—Three thousand acres; deed; merchandise, £450. Report: Not purchased from rightful owners.

305I.—Three thousand acres; deed; merchandise, £490. Report: *Bona fide*; 3,000 acres; cash, £15; goods, £62 12s.; Sydney prices, £202 16s.

305J.—Six thousand acres; deed; merchandise, £944. Report: *Bona fide*; acreage not known; cash and goods, £278; Sydney prices, £834.

305K.—Eighty thousand acres; deed; cash and merchandise, £1,195. Report: *Bona fide*; 80,000 acres; cash, £35; goods, £563 16s.; Sydney prices, £1,691 1s.; total, £1,726 8s.

305M.—Two thousand acres; deed; merchandise, £108. Report: *Bona fide*; 3,500 acres; cash and goods, £80.

32.—Twenty thousand acres; deed; merchandise, £1,140. Report: *Bona fide*; cash and goods, £580 15s.; boundaries, but not contents, stated.

The report of the first Commission covers fourteen claims. In respect to eight of these (305, 305A, 305B, 305C, 305G, 305I, 305K, 305M), the Commission found that Mr. Webster had purchased in good faith 108,300 acres. In respect to these same tracts his claim amounted to 119,850 acres. The Commission also found that he had paid for them in cash and goods £1,167 10s. 2d., or, in Sydney prices, about £3,427 6s.

Four cases (305D, 305E, 305F, and 305L) Mr. Webster is alleged to have withdrawn—as he asserts, erroneously. These four comprise 4,000 acres, and two islands whose area is not stated. The consideration alleged to have been paid is £1,820. In Case 305H, containing a claim for 3,000 acres (consideration, £450), the Commission reported that the claimant had not purchased from the rightful owners.

By their amended report of the 18th December, 1843, the Commissioners recommended the following allowances: In Case 305, 240 acres; 305B, 550 acres; 305C, 800 acres; 305G, 1,944 acres; 305I, 1,187 acres; 305K, 2,560 acres: total, 7,281 acres, "to be reduced in the aggregate to the maximum grant of 2,560 acres," in accordance with the Land Ordinance, which forbade a grant of greater extent. But no grants were made upon these recommendations.

In 1844, as above shown, an amendatory ordinance was passed constituting a Commission of one person. In April, 1844, the Governor brought before the Council the awards recommended by Commissioners Godfrey and Richmond in Cases 305, 305B, 305C, 305G, 305I, and 305K, amounting to 7,541 acres; and, upon the advice of the Council that the Commissioners should be authorised to recommend an extension of the grant, all the awards were referred to the second Commission, with instructions to extend the grant.