

petitioner's claim to equitable consideration should be clearly defined." This report was ordered to lie upon the table.

47. That the Government did not carry out the recommendation of the Committee, A to L, and the evidence of Sir Joseph Ward, Bart., then Prime Minister, is to the effect that the said report was considered by the Government, and that the Government found themselves unable to give effect to the recommendations of the Committee.

48. That early in January, 1910, Mr. R. A. Paterson, Native Land Purchase Officer, out of his own impress, made an advance to Anaru Eketone, and obtained the approval of the Hon. Sir James Carroll to the payment, and that it was arranged that if this purchase of the Mokau-Mohakatino Block was not completed a refund of the amount advanced to Anaru Eketone would be made out of the latter's interest in the Moerangi Block.

49. That in pursuance of section 203 of the Native Land Act, 1909, which enacted that the Governor may, by Order in Council in any case in which he deems it expedient in the public interest so to do, authorize the acquisition, alienation, or disposition of Native land, or of any interest therein, notwithstanding any of the provisions of Part XII (relating to limitation of area) of the aforementioned Act, an Order in Council was passed on the 15th day of March, 1911, authorizing the acquisition, alienation, or disposition of 53,285 acres of the Mokau-Mohakatino Block, which area included all the land comprised in the leases bought by the said Herrman Lewis from the executors of the said Wickham Flower and claimed by the petitioner.

50. That the said order was not published in the *New Zealand Gazette* until the 30th day of March, 1911.

51. That during the interval between the 15th day of March and the 30th day of March—namely, on the 22nd day of March—the said Herrman Lewis purchased the fee-simple of the said 53,285 acres of the Mokau-Mohakatino Block, and the said purchase was immediately afterwards approved by the Maori Land Board.

52. That from the time of his arrival in New Zealand in the year 1908 up to the present year the petitioner was, as a result of the recommendations of the Committees hereinbefore referred to, and as a result of frequent interviews in person and by his solicitor with Sir Joseph Ward, Bart., Sir James Carroll, and Sir John Findlay, rightly or wrongly under the impression that the then Government were disposed to assist him in righting what he believed to be his grievances, and that impression has caused the petitioner to go to much trouble, inconvenience, and expense.

53. That clause 17 of the Special Powers and Contracts Act, 1885, and the Mokau-Mohakatino Act, 1888, were repealed by the Statutes Repeal Act, 1907, during the absence of the petitioner from the colony and without his knowledge and consent.

54. That by these repeals the petitioner has been deprived of a pre-emptive right to acquire a lease or leases of some 1,500 to 2,000 acres of the Mokau lands not included in that portion of the land which has been the subject of litigation.

55. Your Committee is of opinion—

- (1.) That on the passing of the Mokau-Mohakatino Act, 1888, a settlement was effected of all claims (if any) which the petitioner may have had against the Government of New Zealand in respect of anything done or omitted to be done by the said Government up to that date.
- (2.) That the only loss of right which the petitioner has suffered by reason of any amendment of the statute-law of New Zealand is the loss of a pre-emptive right to lease some 1,500 to 2,000 acres in the Mokau-Mohakatino Block, which said right was lost to the petitioner by reason of the repeal of the Special Powers and Contracts Act, 1885, and the Mokau-Mohakatino Act, 1888, by the Statutes Repeal Act, 1907.
- (3.) That anything done, or omitted to be done, by the General Government of New Zealand which may have had the effect of enabling the executors of Wickham Flower to dispose of the leases previously held by the petitioner can only have prejudiced the petitioner if it is assumed that the petitioner could ultimately have succeeded in an action against the said executors for the recovery of the said leases.
- (4.) That since your Committee is of opinion that the petitioner had, prior to anything being so done or omitted, lost all legal claim to the said leases, your Committee does not consider that the petitioner has been prejudiced by anything so done or omitted.

56. Your Committee recommends that a sum of £3,000 (and that the Government take into its consideration the advisability of lodging any such sum with the Public Trustee in trust for the use and benefit of the petitioner, his wife and family) be paid to the petitioner in compensation for the loss of right mentioned in subparagraph (1) of the last preceding paragraph, and as an *ex gratia* payment in consideration of the fact that by reason of the matters hereinbefore set out the petitioner has not in fact received the reward which it was originally intended that he should receive in return for the very considerable services rendered by him in bringing about peace with the Maoris in the King-country. Your Committee recommend that if the said payment is made to the petitioner, such payment should be made subject to the express provision that it is in full satisfaction of all and every claim (if any) which the petitioner may have against the General Government of New Zealand.

Your Committee does not recommend that a request made by the petitioner to the Committee—namely, that Parliament should give him a right of action by special statute—be granted, for the reason that the petitioner has not yet exhausted his legal remedies.

1st November, 1912.

JOHN RIGG, Chairman.