

Lieutenant-Governor of that Province, Colonel Wynyard; that it was forwarded by him to Governor Sir George Grey, and by him forwarded to Her Majesty's Secretary of State, accompanied by an expression of his own concurrence therein. I believe that a copy of that resolution and of the correspondence connected therewith has been laid upon the table of the Legislative Council.

5. Supposing you to have read the Clerk's report of Mr. Bell's evidence, will you be so good as to answer the following question which was put to him,—“Will you be so good as to define what you mean by North and South?” If I used the words North and South I should understand the North to include so much of the North portion of the North Island as lies to the North of the Mokau. By that answer I mean to convey my impression that the scene of the New Zealand Company's operations has been confined to the South of that line.

6. By Mr. Porter: Do you agree generally with the views of Mr. Bell? My answer to that must be in these words, That it was my opinion at the time, and I believe the general opinion, that the North of New Zealand in no way benefited by the arrangement by which the Company were to have the right of selecting land to the value of £50,000. It was also my opinion at the time that it was mainly the fault of the New Zealand Company that that arrangement was finally not fulfilled and completed.

7. It appears by the last answer that you have given that you differ in opinion from Mr. Bell when he states the principal cause of the non-fulfilment of the agreement between the New Zealand Company and the Government? I believe the principal cause rested with the New Zealand Company. I believe it was the general opinion in this part of New Zealand that the North district suffered serious detriment from the fact of so much land having been so long kept out of the market in consequence of the existence of the arrangement in question. (At the request of Mr. Carleton the chairman read portions of Mr. Bell's evidence.)

8. Referring to Mr. Bell's answer as follows—“Yes, but I would beg to remark that the ‘obligation in honor’ on the Company's part presupposed an honorable fulfilment by the government of the conditions of the obligation, and this was not done,”—do you agree with him? To the best of my knowledge, belief, and recollection, there was no breach of the arrangement in question on the part of the local government.

9. The New Plymouth settlement formed a part of the Province of New Ulster? It did.

10. On the supposition of a clerical error in the Act, viz. the substitution of “New Zealand” for “New Munster” would not the New Plymouth settlement have been released from any share in the debt? Yes.

11. By Mr. King: Had the protest of the Executive Council to which you have referred been received by the Imperial Government prior to the passing of the Constitution Act? I don't recollect the exact date, it will be seen by the papers.

12. By Mr. Macandrew: In the event of the Company having accepted the right to select 1,300,000 acres, would they have been entitled to select the whole or any portion of it in the Province of Auckland? Practically I believe not, my recollection of the transaction was as follows—The New Zealand Company alleged that they had made extensive purchases of land in New Zealand, that in the making of these purchases and in otherwise promoting colonization, that they had expended large sums of money; that it was ultimately arranged between that Company and the British Government, that they were to have granted to them in New Zealand as many acres of land as would be equal to four times the number of pounds sterling so spent; that this arrangement was entered into by the Government in the belief and on the understanding that the Company had purchased from the native owners of land in New Zealand as much as would enable the Government to carry out that arrangement, and I believe that at that time the purchases and the outlay of they Company were entirely confined to the country south of the Mokau, with the exception of a purchase of some old claims in England which were not pursued by the Company.

13. Are you aware that at the time this arrangement was completed, the Company had purchased 1,300,000 acres in the Southern settlements? I believe that at that time the Company had not made *valid* purchases to that extent.

14. By Mr. Wakefield: But the Company claimed to have made valid purchases to a much larger amount? Yes, that was so.

15. By Mr. Wortley: Referring to the 20th clause of the 10th and 11th Victoria, ch. 112, would not the appropriation by that clause of the sums necessary for surveys and for the purposes of emigration with reference to the Province of New Ulster have actually left no balance to pay the charges of the Company? Yes.

16. By Mr. Mackay: With reference to the previous part of your evidence do you not think that if a clerical error occurred in the Act to promote colonization in New Zealand 10 and 11 Victoria, by improperly introducing the words “New Zealand” in the 20th section of that Act, instead of the words “New Munster,” such clerical error would have been rectified by the Imperial Parliament when passing the New Constitution Act?