

spot by Governor Grey, writes to his Excellency in the same month to this effect,—“ In regard to this arrangement (that is, in reference to certain adjustments of Nelson claims,) I am of opinion that it will not be advisable to interfere with what has been already done in the Colony. It is very probable that some awards have been unreasonable, and possible that it may be wrong to confirm them. The possibility of such cases being disclosed, renders it necessary that I should leave you a discretionary power, and not enjoin you to confirm, indiscriminately, all the awards which may have been made between the Company and residents in December, 1849. But it is extremely desirable that the arrangement should be as soon as possible closed. I wish you on no account to exercise the power of disallowance, unless on the clearest evidence of fraud or mistake being brought to your notice. I do not think it necessary that you should enter into any minute investigation for the purpose of detecting such instances, being satisfied that more advantage will be obtained by speedy settlement than by the reversal of a few unreasonable decisions, if such there should be.”

With these views of her Majesty's Secretary of State before him (for the Blue Books are received in the Colony by the earliest opportunity,) and with a consciousness that there was no fraud on his part, nor on that of the principal agent, nor mistake on the part of the arbitrators (see the Company's and Government Crown Commissioner's Report, sent to me with the case.) Mr. Duppa has been delayed so much the longer in seeking any other redress, from the expectation held out to him by the above letter that his claim would be confirmed. And what makes this a still more desirable case for amicable adjustment is, that Mr. Duppa's contract was with the original Land Company of 1839, who have long ceased to have any interest in the lands in New Zealand, but who would still be liable if this claim were disallowed.

All these matters, then, lead me to the conclusion that, on the second point for my opinion, Mr. Duppa has, independently of any legal claim, a strong equitable claim to the grant awarded to him.

It will be seen that, whilst there is no evidence, nor even a pretence of any, that Mr. Fox was a partner with Mr. Duppa, as alleged by the Commissioners. Mr. Duppa, in his letters, expressly denies it; and Mr. Fox, in the deposition taken before me, agreeably to the Ordinance under which this case was referred to me, which deposition is forwarded herewith, together with the case and other documents transmitted to me, says, “ He had no interest whatever with the said Mr. Duppa in the said claim to compensation, nor in the land awarded in respect thereof, and that he had no other dealings with the said Mr. Duppa, than that the said Mr. Duppa had charge of some sheep and cattle of this deponent on thirds in the year 1848, up to the year 1851, and deponent expressly denies that he was in any manner a partner with the said Mr. Duppa in any transaction whatever.”

(Signed) SIDNEY STEPHEN,
Judge.

1st October, 1853.