

	£	s.	d.	£	s.	d.
Renata Kawepo—Amount credited in Ledger .	1,000	0	0	1,000	0	0
Paora Kaiwhata       "       "       "       " .	1,000	0	0	1,000	0	0
Hoera Karaka—Balance Dr. in Ledger .	681	6	6			
Waata       "       "       "       " .	250	8	0			
Timu       "       "       "       " .	181	3	6			
Awapuni       "       "       "       " .	215	14	6			
Hone Rautahi       "       "       "       " .	142	10	6	1,747	4	6
Ruka rei       "       "       "       " .	78	13	0			
Hare Ngawhakakapinga—Balance Dr. in Ledger .	97	8	6			
Pera       "       "       "       " .	100	0	0			
				£3,747	4	6

## REPORT ON CASE No. XXI.

### COMPLAINTS NOS. 38 AND 95. — *Ex parte* TAREHA TE MOANANUI, AND TAMEHANA PEKAPEKA (Waipiropiro).

These were complaints by two out of the three grantees of a block of land near Omaha, containing 1,126 acres, purchased by Mr. R. D. Maney on his own account, in 1868. The deed of conveyance was not produced to us, being in the hands of mortgagees who were not represented before us. We inspected the copy in the register of deeds, from which it appears that the conveyance bears date 9th September, 1868. The conveying parties are the two complainants, together with the third grantee, Karauria Pupu. One of the attesting witnesses to the signatures of Karauria and Tareha is Mr. Francis E. Hamlin. The signature of Tamehana Pekapeka is witnessed by Mr. H. Martyn Hamlin and another person. The consideration money expressed is £3,000. It was explained that of this large sum £2,500 was placed to the credit of Karauria, who was at that time very heavily indebted to Maney, and the remaining £500 to the credit of Tareha. Maney's books were produced to us, and we found that the two sums in question had been correctly entered.

It appeared that Karauria, who soon after executing the conveyance was killed at Makaretu, Poverty Bay, in an engagement with Te Kooti's people, was a native of high standing and great influence in Hawke's Bay. He was the man of business for several sections of the Ngatikahungunu, including the immediate followers of Tareha and Renata; and nearly the whole of their purchases from Maney were made through him, and charged against him. The balance becoming very heavy, Mr. Maney applied to Karauria on the subject; but he refused to sign any deed without the concurrence of Tareha, who was then at Wellington. At Karauria's request, Mr. Maney and Mr. Francis E. Hamlin accompanied him to Wellington, and after negotiation with Tareha lasting several days, and entirely conducted by Karauria, Tareha consented to join in the sale of Waipiropiro. Mr. Francis E. Hamlin acted as interpreter on the execution of the deed by Tareha and Karauria, and his testimony as to the foregoing particulars was clear and decided. Tareha being very loath to part with the land, stipulated for a right of redeeming it on payment of the consideration money, together with the value of any improvements that Maney might have made. To this Maney consented, provided the right of redemption were limited to a period of three years. These additional terms were embodied in a Memorandum drawn up in English and Maori; the Maori copy being delivered to Karauria, and the English copy retained by Maney. The latter document, attested by Mr. F. E. Hamlin, was produced to us.

Tareha's complaint appeared to us to proceed upon a confused recollection of the terms of this Memorandum of Agreement. He admitted that a part of Waipiropiro had been absolutely made over to Maney for Karauria's debt; he also recollected the visit of Karauria to Wellington; but he conceived the arrangement to have been, that Maney was to hold an additional part of the block for a term of years until Karauria's debt was satisfied. It was, however, apparent to us, that no rent which the block in its rough state could have commanded (a considerable part consisting of swamp and lagoon) would have done more than pay moderate interest on the purchase-money of £3,000; and the production of the written document, together with the evidence of Mr. F. E. Hamlin, put the actual terms of the arrangement beyond question.

Pekapeka's complaint was of a totally different character. It was proved that he only received £20 from Karauria for his signature, and he asserted that he had executed upon the representation that the instrument was a lease, and that he was receiving his share of an annual rent. Pekapeka appeared to be an ignorant man, and the accusation one which required a careful investigation. The answer given to it was, that Pekapeka's signature had been obtained solely by Karauria's legitimate influence over his relative, without any kind of misrepresentation, and without any interference whatever on the part of Mr. Maney. Mr. Maney and Mr. H. Martyn Hamlin deposed, that soon after Karauria's return from Wellington, he met Pekapeka by appointment made by himself at Mr. Maney's place at Meanee. There, after fully explaining to Pekapeka that he was deeply in debt to Maney, and that the price of the land was in fact already spent, he urged him to show a little affection for his child. The conversation, in which the Europeans took no part, lasted nearly two hours. At last Pekapeka gave way, and, after hearing the deed of sale read over and explained by Mr. H. Martyn Hamlin, he signed it. Karauria then gave Pekapeka £20, saying it was all he had left of the purchase-money. We are of opinion that this statement, which stands upon the testimony of a disinterested witness, and is confirmed by other circumstances, ought to be accepted as true.