1873.

NEW ZEALAND.

HAWKE'S BAY NATIVE LANDS ALIENATION COMMISSION

(REPORT OF THE).

Presented to both Houses of the General Assembly in pursuance of section 6 of "The Hawke's Bay Land Alienation Commission Act, 1872."

CASES—NUMERICAL SERIES.

(The figures in parentheses refer to the complaints in published lists. Those marked * were dismissed.)

Papakura and other Blocks (1)	I.
Pahou (2, 3, 37, 43, 99)	II.
Waitanoa (4)	III.
Wharerangi (5, 16, 41, 90)	IV.
Complaint No. 7 (7*)	V.
Koroki No. 1 (8)	VI.
Complaint No. 9 (9*)	VII.
Turamoe (10)	VIII.
Onepu E. (11)	IX.
Mocangiangi (13)	X.
Petane (14, 36, 39, 40, 42, 44, 49, 98, 102)	XI.
Hikutoto (15)	XII.
Heretaunga (17, 79, 96, 129, 133, 134, 150, 154, 158, 180)	XIII.
Ohikakarewa (18, 30, 48, 74, 82, 101)	XIV.
Waikahu (19, 61)	XV.
Upoko-o-Pouto (20)	XVI.
Omarunui No. 2 (21, 22, 31, 32, 34, 35, 94)	XVII.
Orangitirohia (25)	XVIII.
Omarunui No. 1 (27, 45, 171)	XIX.
Tunanui (28, 68, 92)	XX.
Waipiropiro (38, 95)	XXI.
Te Kiwi (64)	XXII.
Hikutoto (72, 83, 178, 217)	XXIII.
Huramua Nos. 2 and 3 (53, 111)	XXIV.
Tamaki (26, 138)	XXV.
Pukahu (148)	XXVI.
Crown Purchases in Schedule to Act.	
1. Tikokino (62,* 67)	XXVII.
2. Whenuahou (no complaint in list)	XXVIII.
„ Takapau (no complaint in list)	XXIX.
3. Wharawhara (no complaint in list)	XXX.
4. Waipawa (52)	XXXI.
5. Kaiarero (29)	XXXII.
6. Te Raranga (57, 63, 84, 115)	XXXIII.
Oero (295)	XXXIV.

List of Complaints preferred under "The Hawke's Bay Native Lands Alienation Commission Act, 1872."

(The Cases comprise all complaints relating to one and the same Block which were heard together.)

*** The *three* cases marked with asterisk (*) were dismissed as not within scope of the Commissioners' inquiry. The *eight* cases marked with (‡) were withdrawn. No. 83 was repudiated by Karaitiana in open Court.

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
I.	1	Papakura, Hikutoto, Heretaunga, Waikahu	Paora Torotoro	Grantees of said block ...	Grantees did not divide purchase money amongst owners not included in Crown grant.
II.	2	Pahou	Waka Takahari	Grantees	Grantees did not divide purchase money equally.
II.	3	Pahou	Morehu Wherowhero ...	R. D. Maney	Never sold his share in grant.
III.	4	Waitanoa, Papakura, (Little Bush)	Tareha Moananui ...	H. R. Russell and person he acted for, and F. Sutton	Arrangements never carried out. Begs the question may be inquired into.
IV.	5	Wharerangi (Native reserve)	Paora Torotoro	Kinross and Burnett ...	Not received rent since 1867.
	6	Te Kiwi (Wairoa) ...	William Couper, junr. ...	G. Worgan and grantees	English version of deed of lease not agreeing with Maori translation. By English version of deed, land wholly leased to William Couper. By Maori version, Maoris and Couper to jointly occupy. Begs matter inquired into.
V.	7	Mangateretere (East)* ...	M. Boylan	Henare Tomoana ...	Agreement for sale not carried out in terms of deed dated the 29th August, 1870, signed by Henare Tomoana and others.
VI.	8	Koroki, No. 1	W. A. Cannon and wife, Hokomata	Purchaser	Block sold for £300 against wish of complainants, who received no money.
VII.	9	Waihengahenga* ...	W. A. Cannon and wife, Hokomata	W. Hallett, surveyor ...	Refuses certificate of survey. Money has been paid.
VIII.	10	Turamoe	W. A. Cannon and wife, Hokomata	J. H. Coleman	Complainants not signed lease. Object to lease.
IX.	11	Onepu (East)	W. A. Cannon and wife, Hokomata	Grantees	Not received share of purchase money.
	12	Haowhenua	Haurangi Waihiku and Atareta Titapu	Purchaser	Never received share of purchase money.
X.	13	Moeangiangi	Paora Hira and seventeen others	Pitiera Kopu and Winiata	Pitiera Kopu and Winiata sold land without consulting complainants.
XI.	14	Petane and Pahou ...	Te Whaka Kawatini and others	R. D. Maney	Transaction be looked into.
XII.	15	Te Karaka (portion of Hikutoto)	Waka Kawatini	Purchaser	That it was intended by complainant as a reserve.
IV.	16	Wharerangi	Waka Kawatini	J. G. Kinross	Have received no rent for six years.
XIII.	17	Heretaunga	Waka Kawatini	H. Parker, T. Tanner, J. N. Williams, J. N. Wilson, G. E. Lee, J. Cuff	Taken my land from me. Beg matter be looked into.
XIV.	18	Ohikakarewa	Waka Kawatini	R. D. Maney, J. Heslop	Mortgage to be looked into.
XV.	19	Waikahu	Waka Kawatini	R. P. Giffard	Begs matter looked into.
XVI.	20	Upoko-o-pouto	Waka Kawatini	Government	Should have part of land as reserve by agreement of sale.
XVII.	21	Omarunui	Waka Kawatini	Neal and Close	The question of mortgage to be looked into.
XVII.	22	Kopuaroa	Waka Kawatini	Neal and Close	This land taken without any payment being made.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	23	Mangateretere West and Pakiaka Bush	Waka Kawatini	F. Sutton, R. Cashmore, R. D. Maney, H. S. Peacock, H. N. Hamlin, J. N. Wilson, G. E. Lee, G. B. Worgan	Complainant states :—I was drunk when I signed deed. Did not received £500. Have only received 50 gallons grog and £7 in money, 3 bags sugar, 6 blankets, 2 bags flour, 2 boxes candles, 200 sticks tobacco, 4 pieces print, and 5 scarfs. Beg the matter be looked into.
	24	Tumatai	Waata Tamaahi and thirty others	Toha and Pahira ...	Land sold without consulting others.
XVIII.	25	Orangitirohia (Wairoa)...	Ahipene Tamaitemato ...	Dr. Ormond	In agreement for sale five acres to be reserved. Not been complied with.
XXV.	26	Te Ahua-o-turanga, Maharahara and Umutaoroa	Hamana Tiakiwai ...	Grantees	Grantees sold three blocks of land, of which I am a claimant, as registered by Judge, Native Land Court. I have received no money. Want my claim examined into and explained, so that I may get payment for my land.
XIX.	27	Moteo	Paora Torotoro	F. Sutton	Wish terms of mortgage inquired into.
XX.	28	Tunanui	Hare Ngawhakakapinga	R. D. Maney	Received no money for mortgage. Only received one plough, some goods and grog ; received no account of items.
XXXII.	29	Kaiarero (Petane) ...	Waka Kawatini	Government	Reserve, per agreement of sale of Ahuriri Block ; never handed over.
XIV.	30	Ohikakarewa	Paora Torotoro	R. D. Maney	Sold, but only received shirts, trousers, blankets, sugar and grog, 4 boxes gin, 3 cases brandy, 3 cases pale brandy, and £36 in money.
XVII.	31	Omarunui	Hare Ngawhakakapinga	Neal and Close	Mortgage four years ; received only goods, pair harrows and grog.
XVII.	32	Kopuaroa	Hare Ngawhakakapinga	Neal and Close	Wrongly included in grant of Omarunui.
	33	Mangateretere West ...	Paora Torotoro	F. Sutton	Mortgage not fulfilled ; never received all money agreed on to be advanced.
XVII.	34	Omarunui	Paora Torotoro	Neal and Close	Mortgage for four years ; only received shirts, blankets, scarfs, gowns, rum, and food.
XVII.	35	Kopuaroa, portion of Omarunui	Paora Torotoro	Neal and Close	Received no money for this land, which was wrongly included in Omarunui Block.
XI.	36	Petane	Paora Torotoro	R. D. Maney	Purchase money to be £100 ; received only food, sugar, and rum, no money.
II.	37	Pahou	Paora Torotoro	R. D. Maney	Purchase money to be £400 ; refused to sign until offered £100 extra for myself ; then signed, but never got the £100 ; the £400 was all paid in goods.
XXI.	38	Paherumanihi and Waipiropiro	Tareha Te Moananui ...	R. D. Maney	Leased by Karauria to Maney ; only portion (Opou) sold to pay Karauria's debts ; Maney now claims whole block. Begs matter looked into.
XI.	39	Petane and Pahou ...	Tareha Te Moananui ...	Mortgagees	Mortgages be looked into.
XI.	40	Petane	Hoera Paretutu	R. D. Maney	Agreement at time of mortgagee to reserve portion of Paraone's share not complied with.
IV.	41	Wharerangi, Native Reserve	Turuhira Te Heitoroa ...	Paora Torotoro, Waka Kawatini, Hamahona Tarewai, Pera Ngarangioue	This land was reserved by Government for all passed through Native Land Court in name of a few grantees who have mortgaged without considering the other claimants.
XI.	42	Petane	Hamahona Tangaehe ...	Hemi Taka	Mortgaged land for 28 gallons of grog, some goods, and 12 bags of flour, and no money ; complainant received nothing.
II.	43	Pahou	Hoera Paretutu Matiu Tamanuwhiri Turuhira Te Heitoroa	Mortgagors	Ten names in grant, seven only signed mortgage deed ; complainants want their share land divided off.
XI.	44	Petane	Nirai Runga	Tame Tuki (father of complainant)	Mortgaged land for goods and grog without consulting other claimants ; want land returned.
XIX.	45	Moteo	Rewi Haukore	F. Sutton	Was promised £300 for my share of land ; received goods and grog, never got any money ; want matter looked into.
	46	Whare-o-mare-nui ...	Rionihia, Wi Heremaia, and others	Tareha Moananui ...	Dissent to Tareha, whose name alone is in Crown grant, selling land without consent of others, though not included in Crown grant.

List of Complaints—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	47	Mangateretere	Ahere Te Koari	R. D. Maney	Mortgaged for £500. Mortgage foreclosed before expiration of term, or money paid. Begs matter be looked into.
XIV.	48	Ohikakarewa	Ahere Te Koari	R. D. Maney	Sold for £100; only received £30 and some goods.
XI.	49	Petane	Ahere Te Koari	R. D. Maney	Mortgaged for £200; only received goods and £26 in money.
	50	Raukawa (East) ...	Marnea Heketa and two others	Grantees	Have received no share of money from grantees.
	51	Waipukurau (Native Reserve)	Hori Niania Te Aroatua	H. R. Russell	Agreement of sale not carried out. Begs matter be looked into.
XXXI.	52	Tarewa (Native Reserve)	Hori Niania Te Aroatua	Karaitiana Takamoana ...	Karaitiana Takamoana has no claim in the block. Reserve made by Government for Hori's people. Wishes matter looked into.
XXIV.	53	Huramua, Nos. 2 and 3, Wairoa	Tiaki Kainga	J. Carroll	Begs matter looked into.
	54	Ngatarawa	Wi Te Ota and eight others	Hon. D. McLean ...	Lease. Beg manner of receiving money for rent, and division thereof, be explained.
	55	Mangaruhe (East and West, Wairoha)	Hotene Makuru and two others	Lessees	Do not receive money for rent. Beg matter looked into.
	56	Pakowhai (Wairoa) ...	Tamihana Huata and three others	Dr. Ormond	Beg matter looked into.
XXXIII.	57	Te Ranga	Kerei Tanguru	Government	Begs matter looked into.
	58	Ngatarawa	Kerei Tanguru	Grantees	Receives no share in grants. Begs matter looked into.
	59	Tanenuiarangi (portion of Mangateretere West)	Pititi	F. Sutton	Not willing that land should go. Begs matter be looked into.
	60	Mangateretere (East) ...	Wirihana Ponomai ...	D. E. Lyndsay	Mortgage. Have only received £5, a cart, some goods, sugar, a blanket, some shirts, tobacco, trowsers, shoes, a cap, a coat, saddle, and 12 gallons grog.
XV.	61	Waikahu	Paora Torotoro	R. P. Giffard	Begs matter be looked into.
XXVII.	62*	Tikokino	Mita Karaka and Temuera	Grantees	Beg division of land and rent be looked into.
XXXIII.	63	Te Ranga	Renata Te Rewa ...	Government	Begs matter be looked into.
XXII.	64	Kiwi (Wairoa)	Erihi Whakina and twelve others	William Couper ...	Agreement of lease not carried out. Beg matter be looked into.
	65	Whakaaea (portion of Heretaunga)	Renata Kawepo and Noa Huke	R. D. Maney and H. Peacock	Beg transaction be looked into.
	66	Raukawa	Renata Kawepo and Noa Huke	J. G. Kinross, Mr. McDougall	Beg transaction be looked into.
XXVII.	67	Tikokino	Renata Kawepo	Government	Matter be looked into.
XX.	68	Tunanui	Renata Kawepo	R. D. Maney	Begs transaction be looked into.
	69	Kopuaroa	Renata Kawepo	R. D. Maney	Begs transaction be looked into.
	70	Mangateretere (East) ...	Henare Tomoana, Peni Te Ua, and others	R. D. Maney, D. E. Lyndsay	Sale. Beg transaction be looked into.
	71	Mangateretere (West) ...	Henare Tomoana, Peni Te Ua, and others	F. Sutton	Mortgage. Beg transaction be looked into.
XXIII.	72	Hikutoto	Henare Tomoana, Peni Te Ua, and others	Government	Sale. Beg matter be looked into.
	73	Kakiraawa	Henare Tomoana, Peni Te Ua, and others	F. Sutton	Mortgage. Beg transaction be looked into.

List of Complaints—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainant.	Against whom Complaint made.	Nature of Complaint.
XIV.	74	Ohikakarewa	Henare Tomoana, Peni Te Ua, and others	R. D. Maney	Sale. Beg matter be looked into.
	75	Kaokaoroa	Henare Tomoana, Peni Te Ua, and others	F. Sutton	Mortgage. Beg transaction be looked into.
	76	Tautitaha	Henare Tomoana, Peni Te Ua, and others	F. Sutton	Sale. Beg transaction be looked into.
	77	Mahanga	Henare Tomoana, Peni Te Ua, and others	F. Sutton	Sale. Beg transaction be looked into.
	78	Whata Anga Anga ...	Henare Tomoana, Peni Te Ua, and others	Rev. E. Reigner... ...	Sale. Beg transaction be looked into.
XIII.	79	Heretaunga	Henare Tomoana, Peni Te Ua, and others	Purchasers	Sale, 300 acres of land, and £500 promised me, which they have not received. Beg transaction be looked into.
	80	Mangateretere (West) ...	Karaitiana Takamoana ...	R. D. Maney, F. Sutton, D. Lindsay; Interpreters, F. E. Hamlin, M. Hamlin, G. Worgan	Complains grantees were induced by Europeans giving grog to sell their shares; the first cause of trouble was the payment of rent being wrongly stopped.
	81	Mangateretere (East) ...	Karaitiana Takamoana ...		Complains his name was wrongly excluded from grant by Native Lands Court; that his mill, which stands on this land, has been taken by purchasers against intention of sellers; moneys have not been paid for educating his children at school as promised; a sixty-acre reserve has not been marked off as required; payments have been made in grog.
XIV.	82	Ohikakarewa	Karaitiana Takamoana ...	R. D. Maney, F. Sutton, D. Lindsay; Interpreters, F. E. Hamlin, M. Hamlin, G. Worgan	Complains payments made in grog; begs transaction be looked into.
XXIII.	83	Hikutoto...	Karaitiana Takamoana ...		Complains two shares in this block were fairly told; the third share was sold for grog.
XXXIII.	84	Te Ranga	Te Hapuku	Government	Complains that a reserve was promised to sellers of the Maraekakaho and other neighbouring blocks, which has not been made, but which they now claim to have set apart; Mr. McLean and Mr. Cooper were engaged in the purchase.
	85	Raukawa	Te Hapuku	J. McDougall and J. G. Kinross	Complains that no settlement of rents has ever been made with grantees for the occupation of this land for many years, the rent agreed was £360 per annum; no lease executed since land passed Court; claims for arrears estimated about £1,500; complainant denies ever having signed any mortgage or conveyance of this block, although Kinross alleges to have such deed. When taken before the Commissioner, Mr. Turton, complainant denied any knowledge of mortgage or conveyance; any papers complainant signed about Raukawa he understood were for payments on account of rents.
	86	Raukawa	Te Hapuku	Commissioner Turton ...	Complains that Commissioner granted a certificate to Kinross of the sale of Raukawa, although complainant denied on oath that he had signed either mortgage or conveyance.
	87	Ngatarawa	Te Hapuku	Hon. D. McLean ...	Complains that no settlement of rent for occupation of Ngatarawa has ever been made; never mortgaged this block to any one; was induced to sign a deed agreeing to sell this block to Mr. McLean by being told that all the other grantees had sold, which complainant afterwards found out was not true, as Karaitiana had not sold; no price was fixed before signing the deed, and immediately afterwards complainant refused to accept the £3,000 mentioned in deed, and has since constantly refused; complainant wants £7,000 or the land returned to him.
	88	Koparekore (inalienable)	Te Hapuku	T. K. Newton	Complainant denies ever having been told that the paper he was asked to sign was a mortgage to Newton; that he got no consideration for any mortgage, and does not owe Newton anything; Newton has been drawing his rents; complainant requires ,that his land, if mortgaged, shall be released. Signed Hapuku. Witness to Hapuku's signature, John Stevens, Licensed Interpreter.
	89	Pukiokio (part of Moteo, or Omaranui No. 1)	Paora Kaiwhata... ...	Lessee	Complainant has not received rent promised.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainant.	Against whom Complaint made.	Nature of Complaint.
IV.	90	Wharerangi (Native reserve)	Paora Kaiwhata... ...	Grantees	The reserve was made for all the Maoris at time of sale of Ahuriri Block; has since been granted to four persons by Native Lands Court; begs to know reasons why original agreement was not carried out, and that land be not returned to all the owners as intended at time of sale of adjoining land.
	91	Wharerangi (Native reserve)	Paora Kaiwhata... ...	A. Alexander	Complains Mr. Alexander's house stands on his land, and not on Government land; begs his land be returned.
XX.	92	Tunanui	Paora Kaiwhata... ...	Purchaser	The price agreed on was £4,000; on applying for £4,000, only £500 was offered; when we went to get the £500, we could not get it, we only got grog; beg land be returned.
	93	Wharerangi (Native reserve)	Paora Kaiwhata... ...	T. K. Newton	Begs Mr. Newton be made to remove his fence to boundary of Government land.
XVII.	94	Kopuaroa (part of Omarunui No. 2)	Paora Kaiwhata... ...	Mortgagees	Begs the forty acres reserved for all, and included in Paora Torotoro Te Awapuni, Hare, and Waka's mortgage, be returned.
XXI.	95	Waipiropiro	Tamihana	R. D. Maney	Complains signed name to deed, believing it to be a lease; afterwards was told it was a sale of the land.
XIII.	96	Heretaunga	Manaena Tinikirunga ...	Purchasers	Complains never received payment for his share; other grantees kept the money.
	97	Tunanui	Te Muera	R. D. Maney	Mortgaged without his knowledge; begs land be returned to himself and Renata.
XI.	98	Petane	Hamahona Taingaehe ...	R. D. Maney	Complains £400 still due; begs rents be divided in future in £100 for purchasers, and £100 for those grantees who have not yet sold their shares.
III.	99	Pahou	Reihana Kahui	R. D. Maney	Complains land taken without payment.
	100	Maungateretere	Mita Ngapu	R. D. Maney	Mortgage. Begs transaction to be looked into.
XIV.	101	Ohihakarewa	Reihana Kahui	R. D. Maney	Sale. Begs transaction be looked into.
XI.	102	Petane	Mita Ngapu	R. D. Maney	Mortgage. Begs transaction to be looked into.
	103	Petane	Hirini, Henare Pae, Werahiko, and others	Grantees	Land sold without consulting them.
	104	Tuhirangi	Pititi	Grantee	Consider he should have been in grant.
	105	Tutu o te Kaka (Wairoa)	Watene Toromata and four others	Grantees	Complain great trouble reference to relative claims.
	106	Tahoraiti...	Hanita Te Maero ...	Lessee	Complains has not received his share of rent for four years.
	107	Kuta	Wata Tamaahi and four others	Mortgagees	Complain land mortgaged by those to whom it does not belong.
	108	Rangaika (Native reserve)	Erueti Ngamu	Karauria...	Complains land intended for public reserve sold without consent of others.
	109	Awanga (Native reserve)	Erueti Ngamu	Karauria...	Complains land intended for public reserve sold without consent of others.
	110	Tutaekuri (Wairoa) ...	Hami Te Kuru	Grantees...	Grantees do not divide money with those not in Crown grant.
XXIV.	111	Huramua No. 1, No. 2, and No. 3 (Wairoa)	Heremia Te Popo and Tiopira Tapahi	J. Carroll	Mortgages were paid in flour, sugar, grog, goods, and money; beg Wairoa questions be tried at Wairoa.
	112	Ngatarawa	Tangata Ware and Horiana	Grantees	Desire to share in grant.
	113	Mangahaka	Mita Karaka and Karewa Taniwha	Grantees	Desire to share in grant.
	114	Matapiro...	Karena Te Ruataniwha...	Grantees	Desires to share in grant.
XXXIII.	115	Te Ranga...	Whanako and Pineaha ...	Sellers	Land sold without their consent.
	116	Ngatarawa and other blocks	Maraea Whanako and Ruiha	Grantees	Desire to share in grant with Renata Kawepo.
	117	Raukawa...	Renata Pewa and four others	Grantees	Desire to share in grant.
	118	Ahuaturanga	Miriama Te Rangi and others	Grantees	Sale. Complain did not receive fair share of payment; names not in Crown grant.

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	119	Maharahara	Miriama Te Rangi and others	Grantees	Sale. Did not receive fair share of payment; names not in Crown grant.
	120	Umutaoroa	Miriama Te Rangi and others	Grantees	Sale. Did not receive fair share of payment; names not in Crown grant.
	121	Whakaruatapu	Miriama Te Rangi and others	Grantees	Sale. Did not receive fair share of payment; names not in Crown grant.
	122	Puketoi	Miriama Te Rangi and others	Grantees	Sale. Did not receive fair share of payment; names not in Crown grant.
	123	Oringi-Waiaruhe ...	Eraita Tungane	Grantees	Desires to share in Crown grant.
	124	Poiherau, part of Tahoraiti	Eraita Tungane	Grantees	Desires to share in Crown grant.
	125	Mangarau	Karaitiana Takamoana ...	F. Sutton and J. H. Coleman	Complainant has heard that certain of the grantees have mortgaged and sold this land. These alienations are disputed. Requires inquiry into the state of ownership at the present time, and to have the land secured to the grantees and the hapu. Calls for production of all papers.
	126	Mangaroa	Karaitiana Takamoana ...	J. G. Kinross, Hon. Donald McLean, and Hugh Campbell	Complainant disputes for himself and other grantees the validity of the alleged sale of this block, and requires an investigation into the whole case connected with its leasing, mortgaging, or sale by any of the grantees. Calls for production of all papers.
	127	Raukawa (West) ...	Karaitiana Takamoana ...	J. G. Kinross and John McDougall	Complains that persons complained against have for several years occupied this block without making any settlement of rent and occupation. That no lease has been signed by the grantees; but complainant understands that Mr. Kinross claims to hold mortgages and conveyances from certain of the grantees. Complainant requires full inquiry into present state of ownership of this block, a settlement of rent for past occupation, and that the parties complained against shall give up possession. Calls for production of all papers.
	128	Ngatarawa	Karaitiana Takamoana ...	Hon. Donald McLean and J. G. Kinross	Complains that Hon. Donald McLean has occupied this land for many years without any settlement of rent. Complainant has heard of alleged mortgages and sales of shares in this land by other grantees, but has never agreed to any alienation, except by lease, and refused to sell to Mr. McLean. Requires a full inquiry into whole cases of leasing, mortgages, or sales affecting this block, and a particular account showing how the rents now stand. Complainant has always objected to this land being mortgaged or sold, as the Native owners agreed when the fighting took place among themselves, on account of land disputes many years ago, that Ngatarawa should not pass away. Calls for production of papers.
XIII.	129	Herctaunga	Karaitiana Takamoana ...	Thomas Tanner, James Williams, J. D. Ormond, J. G. Gordon, Captain Russell, and Captain Hamilton Russell	Complains that alienation was made under circumstances of unfair pressure by and at the instigation of the parties complained against, or persons acting for and on their behalf; that complainant and several of the grantees were most unwilling to part with this the most valuable block of land in the Province; that the price was greatly inadequate, and the consideration was not paid to the grantees in money, but was in a large proportion handed over to publicans and storekeepers, whose bills and demands arose to a great extent out of the supply of spirits and other liquors, which the grantees had in few instances an opportunity of examining; and for payment of which they were threatened with extreme measures, both against person and land, to avoid which they were induced to sign deeds of sale. Complainant further states that certain arrangements made with him as part of the conditions of sale have not been carried out, and he asks from the Commissioners a full and searching inquiry into the whole transactions, and calls for production of all accounts and papers in any way connected with the transactions, and for the examination of all parties concerned.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	130	Mangateretere	Karaitiana Takamoana (acting at request of Karauria's daughter)	Williams and McLean ...	Complainant disputes all alleged mortgages and sales of this land, and requires a settlement of all arrears of rent, and that Karauria's share of the rent in future be punctually paid over to Karauria's widow and children for their subsistence. Calls for production of any leases or other documents affecting this block.
	131	Ngatarawa	Karaitiana Takamoana (acting at request of Karauria's daughter)	Hon. D. McLean and J.G. Kinross	Complainant disputes all alleged alienation of this land, and requires a settlement of all arrears of rents, and that the rents in future be paid over punctually to Karauria's widow and children for their subsistence.
	132	Tautitaha	Karaitiana Takamoana (acting at request of Karauria's daughter)	Douglass, Hill, and F. Sutton	Complainant disputes all alleged alienation of this land, and requires a settlement of all arrears of rents, and that the rents in future be punctually paid over to Karauria's widow and children, for their subsistence.
XIII.	133	Heretaunga	Renata Tauiku and two others	Grantees	Land leased, mortgaged, and sold without consulting outsiders on division of money.
XIII.	134	Heretaunga	Hohepa Te Ringanoho and eight others	Grantees	Land sold without consulting outsiders. Beg land be returned.
	135	Ngawhakataratara ...	Hoera Pareihe	Lessee	Never mortgaged or sold land. Complains cannot get rent.
	136	Mangateretere (West) ...	Nikora Whitingara and Namu	Williams, McLean, and F. Sutton	Dispute alleged mortgage and sale of land. Admit lease to Williams and McLean, but having received no rent for several years, they claim that it be set aside. Inquiry asked for into whole transaction about the leasing and alleged mortgaging and sale of this block. Call for production of all accounts and documents referring to such transactions. Require a settlement of the rents, and that the land be returned to them.
	137	Ngatarawa	Henare Matua, for Ropata Te Hoa Kakari	J. G. Kinross and Hon. Donald McLean	Disputes all alleged alienations. Requests inquiry, calls for production of all documents and particulars of considerations paid. Requires settlement of rents.
XXV.	138	Tamaki, or Seventy-Mile Bush	Henare Matua, on part of non-sellers	Government	Complains surveys were not fully executed as in other cases. Surveyors sent by non-sellers were stopped. The officer deputed to purchase would not stop purchase at request of non-sellers.
	139	Kaokaoroa	Pirika Toi and three others	Rawenata Tauri	Mortgaged land without consent of others.
	140	Kaokaoroa	Pene Tipuna	F. Sutton	Money stopped to pay Henare Tomoana's debts. Has not sold or mortgaged his share.
	141	Umutuatanga	Maika Iwikatia and six others	H. S. Tiffen	Their land wrongly included in survey of Patangata boundary.
	142	Mangarara	Renata Te Ao and Henare Matua	J. D. Ormond	Lease. Complain their money stopped to pay Paora Ropiha and Nopera Kuikanga's mortgages.
	143	Mangarara	Karunamu Te Kaipo and Henare Matua	J. D. Ormond	Lease. Complain their money stopped to pay Paora Ropiha and Nopera Te Mahue's mortgages.
	144	Mangarara	Rora Otene and Henare Matua	J. D. Ormond	Lease. Complain their money stopped to pay Paora Ropiha and Nopera Te Mahue's mortgages.
	145	Taupari	Te Kaaho, Te Waka, Te Hapuku, Keremeneta, Hakaraia, Huniona, Pukepuke, Urupene Puhara, and others	Rev. S. Williams, Te Aute	Complain this land at Te Aute was granted for a school. Has been handed over to Hon. R. Stokes. Beg matter looked into, and land returned.
	146	Waipureku	Waka Kawatini	Purchaser	Wants balance of payment.
	147	Kakiraawa, Kaokaoroa, Mahanga (South), Tautitaha, Ngawhakatatara, Raukawa, Te Wharau	Henare Matua, for Puki Puki, a minor	All parties concerned ...	All leases, mortgages, and sales of complainant's interest in these blocks specified above are disputed. Asks inquiry into alleged present ownership of these blocks, and that Henare Matua or other near relative may be appointed her guardian to lease her share to the best advantage.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
XXVI.	148	Pukahu	Eru Te Tua	Provincial Government...	Complains that he is a grantee in Pukahu Block, but did not agree to sell it. It was sold by Tareha, Karauria, Te Koko, and Hoani Wharemako to the Government of Napier for £3,600. This sum was not fairly divided among the grantees and other owners, and complainant only received £15. Complainant did not sign the deed of sale. Asks investigation, and that his share of the land be returned to him, or the value of it paid to him.
	149	Mangateretere (East) ...	Otene Te Meihana ...	Grantees	Complains that he understood the grantees had mortgaged and sold this land without consulting the hapu, and that the grantees have appropriated to their own use the rents of this land. Requests inquiry into whole circumstances of leasing and alleged alienation, and that the rights of the hapu be acknowledged.
XIII.	150	Heretaunga	Otene Te Meihana ...	Karaitiana and other Grantees, and the present alleged owners of Heretaunga	Complains that neither he nor the hapu outside the grantees received any part of the alleged consideration paid for this block, although he and the hapu used to receive a share of rent formerly paid for it. Requests full inquiry into the whole circumstances of the leasing and subsequent alienation of this block, and that the grantees and present alleged owners be required to do justice to the hapu whom they represent in the grant.
	151	Pakowhai	Otene Te Meihana ...	Karaitiana	Complains that Karaitiana sold the block to McHardy, and has not divided the money fairly among the hapu, whose consent was not asked.
	152	Tarewa (Native reserve)	Manihera, Toti, and eleven others	W. Rathbone	We did not consent to Mr. Rathbone getting Tarewa.
	153	Raukawa...	Himiona Rangi and five others	J. McDougall, J. G. Kinross, G. Worgan, and Josiah Hamlin	Have received no money for lease or mortgage.
XIII.	154	Heretaunga	Riperata Kanewhai and thirteen others	Grantees	Sale. Complainants received no money.
	155	Papaaruhe	Urania Renata	Grantees	Grantees object to outsiders trespassing on this land.
	156	Puketarata	Hori Tawhai	Grantees	Desires to share in grant.
	157	Haowhenua	Herewini Tamihana and four others	Grantees	Sold land without consulting outsiders.
XIII.	158	Heretaunga	Rawenata	Grantees	Sale. Received no money.
	159	Waitahora, part of Kakiraawa	Rionihia Te Hauaho and others	Hone Te Wharemako and Grantees	Sale. Complainants received no share of money as outsiders.
	160	Mangateretere	Tamehana and another...	Grantees	Sale. Received no share of money.
	161	Waipiropiro, Pou, Mangahake, Tupaopao	Haromi Te Ata, Airini, Roera, Tiaia	R. D. Maney	Complainant widow of Karauria. Complains lands went to pay Karauria's debts.
	162	Pekapeka No. 2	Paramena Oneone ...	H. Campbell, J. G. Kinross, and G. Worgan	Sale. Complains was promised 110 acres of land, which he never got.
	163	Rahuirua	Rionihia Te Hauwaho ...	F. Sutton and J. B. Brathwaite	Land gone; does not know why. Begs matter be looked into.
	164	Mangateretere	Renata Tauihu and two others	Grantees	Land mortgaged without consulting outsiders.
	165	Pukehou	Nikau Te Wharepouri ...	Hakaraia Toi	Desires to share in grant.
	166	Papaaruhe	Pera Wheraro and six others	Renata Pukututu ...	Desire to share in grant.
	167	Petane and Pahou ...	Utiku	Tami Tuki	Mortgaged land without consulting outsiders.
	168	Petane	Maraki Te Mara and Ani Waaka	Grantees	Mortgaged land without consulting outsiders.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	169	Papakura	Nikora Whitingara, Pita Koana, Panapa	Tareha and Wi Ngamaiaia	Complain that this block was sold to the Government by Tareha and Wi Ngamaiaia for £9,000, and the complainants did not receive sixpence of the money, although the land belonged to the hapu, and the complainants were large claimants. Ask inquiry into the circumstances of this sale, and the dividing of the money.
	170	Ohikakarewa	Nikora Whitingara, Pita Koana, and Panapa	Grantees and Maney ...	Mortgage to Maney by Meihana, Hunahuna, and other grantees. The hapu received no part of the consideration, which was goods and spirits. Wish the case looked into.
XIX.	171	Moteo	Paora Torotoro	F. Sutton and J. B. Brathwaite	Complainant admits a lease to Mr. Brathwaite, but claims to have it set aside for non-payment of rents in terms of lease. Disputes the validity of any mortgages or sales of the land. Asks inquiry into the whole circumstances by which it is attempted to deprive him and the other owners of Moteo of a valuable property. Calls for production of all deeds or other documents referring to alleged alienation of the land, and for the attendance and examination of all persons in any wise connected with the alleged alienations.
	172	Raukawa (East) ...	Te Meihana	J. G. Kinross and John McDougall	Disputes alleged alienation of his share of this block. Requests inquiry into the alleged consideration paid and the case generally, and calls for production of all books and papers connected with the transaction. Demands a full statement of particulars of accounts, and a settlement of rents for use and occupation.
	173	Mangarau, or Te Awa o te Atua	Te Meihana	F. Sutton and J. H. Coleman	Disputes alleged alienation of his share of this block. Reqnests inquiry into the alleged consideration paid and the case generally, and calls for production of all books and papers connected with the transaction. Demands a full statement of particulars of account, and a settlement of rents for use and occupation.
	174	Papakura and Waitanoa	Te Meihana	Tareha	Complains that Tareha sold this block to the Government and did not divide the money fairly among the hapu, whose consent was not asked.
	175	Wareo Maraenui ...	Te Meihana	Tareha	Complains that Tareha sold this block to the Government, and did not divide the money fairly among the hapu, whose consent was not asked.
	176	Te Whataanganga ...	Te Meihana	Father Reignier, acting for Catholic Mission	Complains that Father Reignier occupies this land, in which complainant is a grantee, and complainant requires that his portion of the land be given up to him. Further demands a settlement of rent for use and occupation.
	177	Mangateretere (East) ...	Te Meihana, for himself and hapu	Grantees	Complains that they understand the grantees have mortgaged and sold the land without consulting the hapu, and that the grantees have appropriated to their own use the rents of this land. Requests inquiry into whole circumstances of leasing and alleged alienation, and that the rights of the hapu be acknowledged.
XXIII.	178	Hikutoto	Te Meihana	Grantees of block ...	Complains that the land has been sold to the Provincial Government, and neither complainant nor the hapu have received their share of the rents or price of the land.
	179	Ohikakarewa	Te Meihana	R. Maney	Disputes Maney's possession of the land, and requests inquiry into the case, and calls for production of all accounts, books, and papers connected with the transaction.
XIII.	180	Heretaunga	Te Meihana, for himself and hapu	Karaitiana and the other grantees, and the present alleged owners of Heretaunga	Complains that neither they nor the hapu outside the grant received any part of the alleged consideration paid for this block, although he and the hapu used to receive a share of rent formerly paid for it. Requests full inquiry into the whole circumstances of the leasing and subsequent alienation of this block, and that the grantees and present alleged owners be required to do justice to the hapu whom they represent in the grant.
	181	Pakowhai	Te Meihana	Karaitiana	Complains that Karaitiana sold the block to McHardy, and has not divided the money fairly amongst the hapu, whose consent was not asked.
	182	Pekapeka, No. 2	Urupene Puhara ...	Frederick Sutton and Hugh Campbell	Complainant disputes alleged mortgage to Sutton, dated 26th July, 1869, and claims a settlement of all arrears of rent, and that lease be set aside for non-payment of rent in terms of lease. Calls for production of all documents and accounts referring to the case.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainant.	Against whom Complaint made.	Nature of Complaint.
	183	Raukawa (West) ...	Urupene Puhara ...	John McDougall, J. G. Kinross, and F. Sutton	Complainant disputes alleged mortgage and sale. There is no lease. Requires settlement of all arrears of rent for use and occupation of the block, and that the parties complained against give up the land to complainant forthwith. Calls for production of all documents and accounts referring to the case.
	184	Tarere	Urupene Puhara ...	F. M. Chapman, Hugh Campbell, and F. Sutton	Complainant disputes alleged mortgage and sale. Requires settlement of all arrears of rent, and that lease be set aside for non-payment of rents in terms of lease. Calls for production of all accounts and documents referring to the case.
	185	Mangateretere	Urupene Puhara ...	Hon. Donald McLean, Williams, McLean, and F. Sutton	Complainant disputes alleged mortgage and sale. Requires settlement of all arrears of rent, and that the lease be set aside for non-payment of rents in terms of lease. Calls for production of all documents and accounts referring to the case.
	186	Kakirawa	Urupene Puhara ...	J. H. Coleman and F. Sutton	Complainant disputes alleged mortgage and sale. Requires settlement of all arrears of rent, and that the lease be set aside for non-payment of rents in terms of lease. Calls for production of all documents and accounts referring to the case.
	187	Ngatarawa	Urupene Puhara ...	Hon. D. McLean and J. G. Kinross	Complainant disputes alleged sale. Requires settlement of all arrears of rent, and that the lease be set aside for non-payment of rents in terms of lease. Calls for production of all documents and accounts referring to the case.
	188	Mangateretere (West) ...	Waka Kawatini	F. Sutton	Complains that, having been one of the largest owners of the Mangateretere Block before its passing through the Native Land Court, he is now cut down by such Court, and through the operation of such Acts, without his understanding of such Acts, to the position of equal tenant in common. That assuming the conveyance to Mr. Frederick Sutton to be valid, the purchase money represented therein is grossly inadequate. That he has not even received such price as represented. That Mr. Sutton has dispossessed him of his estate in the Mangateretere West Block by an abuse of the Native Lands Acts. That, so far as concerns Hawke's Bay, the institution of licensed interpreters is a grievance of itself, inasmuch as only two licensed interpreters can be found in the Province.
	189	Ngawhakatatara ...	Hakaraia Toi	Douglas and Hill, and F. Sutton	Disputes validity of all alleged alienations. Requests inquiry into the whole circumstances of case. Calls for production of all deeds and documents, and particulars of all alleged considerations paid. Requires settlement of rents.
	190	Tautitaha	Hakaraia Toi	Douglas and Hill, and F. Sutton	Disputes validity of all alleged alienations. Requests inquiry into the whole circumstances of case. Calls for production of all deeds or documents, and particulars of all alleged considerations paid. Requires settlement of rents.
	191	Raukawa	Hakaraia Toi	Douglas and Hill, and F. Sutton	Disputes validity of all alleged alienations. Requests inquiry into the whole circumstances of case. Calls for production of all deeds or documents, and particulars of all alleged considerations paid. Requires settlement of rents.
	192	Mahanga	Rota Porehua	Douglas and Hill, and F. Sutton	Disputes validity of alleged alienations. Requests inquiry into the whole circumstances. Calls for production of all deeds or documents, and for particulars of all alleged consideration paid. Requests settlement of rents.
	193	Raukawa	Rota Porehua	J. G. Kinross and John McDougall	Disputes validity of all alleged alienations. Requests inquiry into whole circumstances of case. Calls for production of all deeds or documents, and particulars of all alleged consideration paid. Requires settlement of rents.
	194	Raukawa	Hoani Rautahi	F. Sutton, and Douglas and Hill	Disputes validity of all alleged mortgages and other alienations. Requests inquiry into whole circumstances of case. Calls for production of all deeds or documents, and particulars of all alleged consideration paid. Requires settlement of rents.
	195	Mangarau	Henare Matua for Ropata Te Hoakakari	F. Sutton and J. H. Coleman	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and consideration paid. Requires settlement of rents.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	196	Mangaroa	Henare Matua for Ropata Te Hoakakari	J. G. Kinross, Hon. Donald McLean, and Hugh Campbell	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents, and particulars of consideration paid. Requires settlement of rent.
	197	Raukawa	Henare Matua for Ropata Te Hoakakari	J. McDougall and J. G. Kinross	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents, and particulars of consideration paid. Requires settlement of rent.
	198	Raukawa (East) ...	Henare Matua for Riro Mangaonuku	Frederick Sutton, J. G. Kinross, and J. McDougall	Complainant disputes the alleged alienation of her share in the block, and requests inquiry into alleged considerations paid, and into case generally. Calls for production of all books and papers connected with the transactions, and demands a settlement of rents.
	199	Peka Peka No. 2 ...	Henare Matua for Riro Mangaonuku	Frederick Sutton and Hugh Campbell	Complainant is successor to Totoia, her deceased mother, a grantee. Disputes all alleged alienations. Requests inquiry into alleged considerations paid, and into the case generally. Calls for production of all books and papers connected with the transaction, and demands a settlement of rents.
	200	Mangateretere	Waka Kawatini	Williams and McLean, Hon. Donald McLean, and Frederick Sutton	Disputes all alienations of this block. Requests investigation into the alleged alienations. Calls for production and proof before the Commission of all deeds and documents, and for particulars of all considerations alleged to have been paid. Demands settlement of all arrears of rents, and that the land should be returned to the grantees and hapu.
	201	Mangateretere	Paora Torotoro	Frederick Sutton, Hon. Donald McLean, Williams and McLean	Complainant disputes all alienations of this land by sales or mortgage. Requests inquiry into the whole case. Demands a settlement of arrears of rent, and that the lease be set aside for non-payment of the rent in accordance with the conditions. Calls for production of all deeds and documents, and for particulars of all accounts against complainant or other grantees; also, for attendance and examination of all parties concerned.
	202	Whataarakai	Eraihu Tamawharau ...	Morena Hawea and Hopa Te Whakaware	Objects to grantees.
	203	Patangata, No. 2 and No. 4	Eraihu Tamawharau ...	Teira Hikawaha, Morena Hawea, Karaitiana Te Kahuirangi	Objects to grantees.
	204	Mangapuaka	Paora Ropiha and five others	Ihakara Whaitiri ...	Complainants have received no share of rent.
	205	Wharawhara	Ropiha Te Takou and seven others	Grantees	Desire to share in grant.
	206	Purimu	Ropiha Takou and others	Nopera and Grantees ...	Desire to share in grant.
	207	Koparakore	Ahipene Te Tawa and others	F. Chapman	Have not received rent for four years.
	208	Taheke	Hapuku and others ...	Urupene Puhara ...	Mortgaged land without consulting them.
	209	Kena	Pera Wheraro	Grantees	Desire to share in grant.
	210	Onepu	Keremenata and others...	Lessee	Beg transaction be looked into.
	211	Ngatarawa	Himiona Te Rangi and others	Hon. D. McLean, and M. Hamlin, interpreter	Lease and mortgage. Want transaction looked into.
	212	Ongaru, Tiritirimatangi, Waitoro, Awapuni, Puketuroa, Puketi	Matui Wakahemo and others	Grantees	Desire to share in grants.
	213	Raukawa	Paora Torotoro and Keremenata	Grantees	Desire to share in grant.
	214	Onepu	Paora Torotoro	Grantees	Have not received share of payment.

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	215	Onepu	Harawira and others ...	Grantees	Desire to share in grant.
	216	Mohaka	Karaitiana Te Taungakore and Renata Tupuna	Grantees	Desire to share in grant.
XXIII.	217	Hikutoto...	Hone Wharemako ...	Karaitiana, Manaena, Karauria, R. Maney	Complains that he had a large claim in this block through his father, Moananui; that the Natives complained against had their names put in the grant, and sold the land to Maney to pay Karauria's debts. Asks inquiry into the circumstances of the case.
	218	Kopua	Henare Matua, on behalf of Rarati	Hugh McLean, Josiah Hamlin, and H. Turton, Frauds Commissioner	Complainant asks investigation into this case. A deed is registered, signed by Urupene Puhara, Hohepa, Te Ringanoho, and complainant Rarati, who is a girl of about seven years of age. Attention is called to the interpreter's declaration—that he explained the deed, and that she fully understood it; and also to the certificate of Mr. Turton, the Commissioner for the Prevention of Frauds. Complainant calls for production of deed of sale, and requires that the certificate of the Commissioner be cancelled, and the land handed back to Rarati. Complainant further states that the block is covered with very valuable totara timber, and that the consideration was quite inadequate.
	219	Te Wharau	Rawenata, for himself and other grantees	T. K. Newton, Douglas and Hill	Disputes mortgage to Newton. Requires lease to be proved. Have received no rent for several years. Asks inquiry into case. Calls for production of all documents and papers referring to the case. Demands a settlement of rents, and that the land should be returned to them.
	220	Kaukaurca	Moata Te Aro	F. Sutton, Douglas and Hill	Complainant disputes all alleged mortgages and other alienation. Requests inquiry, demands settlement of rents, and calls for production of all documents and particulars of alleged consideration paid.
	221	Tarere	Henare Matua, for Hohepa Te Ringanoho	F. M. Chapman, Hugh Campbell, and F. Sutton	Complainant disputes alleged mortgages and sale. Requires settlement of all arrears of rents, and that the lease be set aside for non-payment of rents in terms of lease. Calls for production of all documents and accounts referring to the case.
	222	Te Mahanga (South) ...	Henare Matua, for Paraone, for himself, and other grantees of the block	F. Sutton, Douglas and Hill	Complainants dispute alleged mortgages or sales of this block. Request inquiry into such. Call for production of all documents and accounts. Demand a settlement of rents, and that the land be restored to them.
	223	Te Mahanga No. 2 ...	Henare Matua, for Ngawai, widow of Enoka	Douglas and Hill, and F. Sutton	Disputes alleged leases, mortgages, or sales. Asks inquiry into same. Calls for production of all accounts and documents referring to such alleged alienations. Requires re-settlement of rents, and that the land be restored to her for her subsistence.
	224	Mahanga No. 2	Henare Matua, for Hemi Te Perei	Douglas and Hill, and F. Sutton	Disputes alleged leases, mortgages, and sales. Asks inquiry into same. Calls for production of all accounts and documents referring to such alleged alienations. Requires a settlement of rents, and that the land be returned to him.
	225	Mahanga No. 2	Henare Matua, for Wera	Douglas and Hill, and F. Sutton	Disputes alleged mortgages and sales. Asks inquiry into same. Calls for production of all accounts and documents referring to such alienation. Requires a settlement of rents, and that the land be returned to him.
	226	Mahanga No. 2	Henare Matua, for Paura Nikohere and Maata Te Aro	Douglas and Hill, and F. Sutton	Disputes alleged mortgages and sales. Asks inquiry into same. Call for production of all accounts and documents referring to such alleged alienations. Require a settlement of rents, and that the lands be returned to them for their subsistence.
	227	Mahanga No. 2	Henare Matua, for Te Paraone and Harata Kahe, wife of Te Paraone	Douglas and Hill, and F. Sutton	Dispute alleged leases, mortgages, and sales. Ask inquiry into same. Call for production of all accounts and documents referring to such alleged alienations. Require a settlement of rents, and that the lands be returned to them for their subsistence.
	228	Mahanga No. 2	Irihapiti Te Ahipawai ...	F. Sutton, and Douglas and Hill	Requires inquiry into the leases, mortgages, and sales of the complainant's interest in this block. Calls for production of all documents and accounts relative thereto, a settlement of rents, and that her lands be restored to her.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	229	Kaukauroa	Hori Kiokio and Te Orora	F. Sutton, and Douglas and Hill	Dispute alleged lease, mortgage, or sale of Te Orora's interest in this block, of which she is a grantee. Require inquiry into the circumstances under which these alleged alienations arose. Claim a settlement of rents. Call for production of all accounts for payment alleged to have been made to either of them, and that the land be restored to the complainants.
	230	Peka Peka No. 2 ...	Hori Kiokio and Te Orora	F. M. Chapman, F. Sutton, and Hugh Campbell	Dispute alleged lease, mortgages, or sales of Te Orora's interest in this block. Require inquiry into circumstances attending any alleged alienations, and that the land be restored to the complainants.
	231	Peka Peka No. 1 ...	Henare Matua, for grantees of Peka Peka, No. 1	J. G. Kinross and Hugh Campbell	Complainant disputes any alleged mortgage or sale. Requests inquiry into such, and the alleged consideration paid. Calls for production of all books and papers connected with the transactions, and complainants demand a settlement of rents.
	232	Papakura	Waka Kawatini and Tamihana Te Uru	Tareha and others, sellers of Papakura to Provincial Government of Hawke's Bay	Complain that they were large owners in the Papakura Block, which was sold by Tareha and Wiremu Ngamaiai, and that complainants of the hapu received no part of the money. Ask Commissioners to inquire into the case, and to make it clear how the price of the land (£9,500) was paid, and to order the Provincial Government or the sellers to pay the complainants and the rest of the hapu a fair share of the money.
	233	Hikutoto	Waka Kawatini and Tamihana Te Uru	Tareha and other sellers of Hikutoto to Provincial Government of Hawke's Bay	Complainants ask a similar inquiry into the sale of this block, and that the Provincial Government or the sellers be requested to pay complainants and the hapu a fair share of the money.
	234	Te Waiopo, Te Awa-a-wharikura, Rahuirua, Te Karamu, Tauranga Koau	Tamati Taro	Tareha and R. D. Maney	Complainant asks inquiry into the circumstances of the alienation of these blocks by Tareha to Maney and others to the prejudice of the hapu.
	235	Peka Peka No. 2 ...	Urupene Puhara ...	F. M. Chapman and Hugh Campbell	Complains that a judgment has been registered against his share of this block by Chapman. Disputes the alleged debt. Complainant received no consideration for certain promissory notes, on which the judgment is founded. Asks inquiry into the whole circumstances of the case. Complains that his share was sold by the Sheriff on 28th January last, at Chapman's instance, although he had filed his declaration in bankruptcy. Mr. Campbell holds the lease of the land, which was transferred to him by Chapman; and complainant also understands that Mr. Campbell has purchased the judgment above referred to.
	236	Waipuku	Eparama and Eru Te Tua	Grantees and Lessees ...	Land is leased for £300. Complainants received no portion of the rent. Belong to the hapu, and claim share of rent. Wish inquiry into the case, and that the rent be fairly divided. Dispute any mortgages or claims by which the punctual payment of the rents is stopped.
	237	Mahanga No. 2	Hori Kiokio and Orora ...	Grantees	Dispute all mortgages or sales of this block, in which they have an interest as part of the hapu, although not in the grant, and require a fair division of any rents divisible from the block.
	238	Te Awa te Atua ...	Mata Kuiatu and Nikora Mataheke	F. Sutton and J. H. Coleman	Dispute validity of all alleged alienations. Ask inquiry. Call for production of all documents and accounts of all alleged considerations paid, and require settlement of rents.
	239	Mangaru	Mata Kuiatu and Nikora Mataheke	F. Sutton and J. H. Coleman	Dispute validity of all alleged alienations. Ask inquiry. Call for production of all documents and accounts of all alleged considerations paid, and require settlement of rents.
	240	Waipukurau (Native Reserve)	Hiraka Tuhua, Tanguru Tuhua, Maka Wangatana, and Inia Wangatana	H. R. Russell and grantees	This reserve was intended for all; land sold, immediately after passing Native Land Court, without consent of others.
	241	Ngapuna, Raukawa, and other adjoining lands	Mere Rawinia	Grantees	These lands sold without her consent.
	242	Kahianui and Rowharanga	Renata Pukututu ...	Grantees	Desires to shares in grants.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainant.	Against whom Complaint made.	Nature of Complaint.
	243	Te Wharau	Te Hira and Te Rauparaha	T. K. Newton, Douglas and Hill	Dispute alleged alienations. Request an inquiry. Call for production of all accounts, and particular accounts of all alleged considerations paid. Request settlement of past rents.
	244	Peka Peka No. 1 ...	Pene Tipuna	Horomona	Grantees mortgaged land without consulting outsiders.
	245	Kakiraawa	Rawenata Tauri	Hone Wharemako ...	Grantees mortgaged lands without consulting outsiders.
	246	Moturoa, Maihi, Upoko-o-Ngatohangu, Poua-te-Hiakaiora, Hawaiki, Omakere	Pani Tohare, Waikohu, Rapana, Karaitiana Pipinioho, and Hariata Mahae	Rev. S. Williams and Hoani Waikato	Land sold to Rev. S. Williams by Hoani Waikato without consent of others.
	247	Kupenga, Te Aute (College land)	Te Hapuku	Te Aute College Trustees	Complains that he and other Natives gave a large piece of land for a school at Te Aute, but there has never been any school except for a short time. Asks inquiry into the matter, and that land be returned to the owners, except the piece adjoining the new schoolhouse; also requires rent for twenty years' occupation.
	248	Rotoatara, Awa Porirua, Moturoa, Poupoutahi, Otukutorewhero, Piharoa, and other lands at Te Aute	Hoani Waikato	Rev. Samuel Williams ...	Requests inquiry into the alleged alienation of the lands at Te Aute, which are alleged to be either sold or leased to Rev. Samuel Williams. Calls for production of all documents and particulars of alleged payments to owners, either for purchase money or rents, and requires a settlement of all past rents.
	249	Ngamoko	Hori Ropiha	Grantees	Desires to share in grant.
	250	Ahuaturanga	Rora Otene	Grantees	Desires to share in grant.
	251	Rahui	Riwai Te Hemotu ...	Hoani Waikato	Land sold without complainant's consent.
	252	Mangaroa	Turuhira, Rangahua, &c.	Grantees	Desire to share in grant.
	253	Puketoi Nos. 2 and 3 ...	Rora Otene	Grantees	Desires to share in grant.
	254	Ahuaturanga	Hera Hiahia	Grantees	Desires to share in grant.
‡ (*a*)	255	Mangarau, Mangaroa, Te Awa-o-te-Atua, Ngatarawa, Raukawa (West), and Te Rekareka	Paora Nonoi	Hon. Donald McLean, J. G. Kinross, Hugh Campbell, J. H. Coleman, F. Sutton, and J. McDougall	Disputes validity of all alleged alienations of this land. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	256	Mangaroa	Maata Kuiata	Hon. Donald McLean, J. G. Kinross, and Hugh Campbell	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	257	Ngatarawa	Maata Kuiata	Hon. Donald McLean, and J. G. Kinross	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	258	Raukawa	Hohepa Te Ringanoho ...	J. McDougall, J. G. Kinross, and F. Sutton	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and alleged consideration paid. Requires settlement of arrears of rent.
	259	Mangaroa	Hohepa Te Ringanoho ...	Hon. Donald McLean and J. G. Kinross	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and alleged consideration paid. Requires settlement of arrears of rent.
	260	Tarere	Hohepa Te Ringanoho ...	F. Sutton and Samuel Firth	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and alleged consideration paid. Requires settlement of arrears of rent.
	261	Kaki Wahine	Hohepa Te Ringanoho ...	Samuel Firth	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and alleged considerations paid. Requires settlement of arrears of rent.
	262	Te Mahanga No. 1 ...	Matene Waewae ...	Douglas and Hill, and F. Sutton	Disputes validity of alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	263	Peka Peka No. 2 ...	Pera Puhara	J. G. Kinross and Hugh Campbell	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.

‡ (*a*) Withdrawn as against the Hon. Donald McLean in respect of Ngatarawa.

LIST of COMPLAINTS—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	264	Papaaruhe and Te Aute	Pera Puhara	William Rathbone ...	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	265	Raukawa (West) ...	Hoani Waikato	J. McDougall, J. G. Kinross, and F. Sutton	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of rents for use and occupation.
	266	Mangaroa, including Manukaroa	Hoani Waikato	Hon. Donald McLean, J. G. Kinross, F. Sutton, Hugh Campbell, George Davie, and J. H. Coleman	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of rent.
	267	Kaki Wahine	Hoani Waikato	Samuel Firth	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of rents.
	268	Kakiraawa	Hoani Wharemako and Eru Te Tua	J. H. Coleman and F. Sutton	Dispute validity of all alleged alienations of this land. Request enquiry. Call for production of all documents and particulars of alleged consideration paid. Require settlement of past rents.
	269	Tautitaha	Harawira Tatere and Paratene Tipitaha	F. Sutton and Douglas and Hill	Dispute all alleged alienations. Request inquiry. Call for production of all documents and particulars of alleged consideration paid. Require settlement of rents.
	270	Kaokaoroa	Harawira Tatere... ...	F. Sutton and Douglas and Hill	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires a settlement of rent.
	271	Raukawa	Paurini Whiti	J. McDougall and J. G. Kinross	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	272	Peka Peka No. 2 ...	Paurini Whiti	Hugh Campbell, F. Sutton, and J. G. Kinross	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	273	Turamoe	Paurini, Nikaore, and Pere Wheraro	Hugh Campbell, J. H. Coleman, and T. K. Newton	Dispute validity of all alleged alienations. Request inquiry. Call for production of all documents and particulars of alleged consideration paid. Require settlement of past rents.
‡ (*b*)	274	Mangaroa and Manukaroa	Ihaka Kapo	J. G. Kinross, Hon. Donald McLean, Hugh Campbell, George Davie, and J. H. Coleman	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
‡ (*c*)	275	Ngatarawa	Ihaka Kapo	Hon. Donald McLean and J. G. Kinross	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged considerations paid. Requires settlement of past rents.
	276	Raukawa	Ihaka Kapo	J. McDougall and J. G. Kinross	Disputes validity of alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged considerations paid. Requires settlement of past rents.
	277	Raukawa (West) ...	Paramena Oneone ...	J. G. Kinross and J. McDougall	Disputes validity of alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged considerations paid. Requires settlement of past rents.
	278	Mahanga (South) ...	Paramena Oneone ...	Douglas and Hill and F. Sutton...	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	279	Turamoe	Paramena Oneone ...	Hugh Campbell, J. H. Coleman, and T. K. Newton	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	280	Tautitaha	Raniera Putauhina ...	F. Sutton, Douglas and Hill	Disputes all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires a settlement of rent.

‡ (*b*) Withdrawn as against the Hon. Donald McLean. ‡ (*c*) Withdrawn as against the Hon. Donald McLean.

List of Complaints—*continued.*

No. of Case.	No. of Complaint.	Name of Block.	Complainants.	Against whom Complaint made.	Nature of Complaint.
	281	Puketarata, near Te Aute	Arihi Te Nahu, Hori Tawhai, and Nepe Apatu	Renata Puketutu, Karaitiana Kahurangi, Marakaia, and other grantees	Complainants for themselves and the hapu. Ask inquiry into the leasing of their lands to W. Rathbone, and require to have any rents fairly divided among the hapu, and not appropriated by the grantees for their own use.
	282	Kakiraawa	Arihi Te Heipoa ...	J. H. Coleman	Disputes all alleged alienations of this block, in which she is a large claimant, although not in the Crown grants. Requests inquiry. Calls for production of all alleged consideration paid to any parties, either for rents, mortgages, or sales, and that the rights of the hapu be protected.
	283	Kakiraawa	Repereta Te Kanewhai ...	F. Sutton and J. H. Coleman	Disputes validity of all alleged alienations. Requests inquiry. Calls for production of all documents and particulars of alleged consideration paid. Requires settlement of past rents.
	284	Waiwhara Wainui, & Mahia	Henare Pourere	Lessee	Complains leased only grass. Lessee taking timber off land.
	285	Inohu, Waimutu, Taupakihoke, Nukutepapa, Waonihi (Wairoa)	Ihakara Whaipakiaka and others	J. Carroll	Complains mortgage foreclosed to pay other grantees' debts. Wants his share of land returned.
	286	Kaokaoroa (Papakura) ...	Hone Rautahi	F. Sutton, Douglas & Hill	Begs transaction be looked into. See complaint Raukawa.
	287	Waitanoa	Urupene Puhara ...	Tareha	Complains that Tareha sold this block to the Government, and did not divide the price fairly among the owners. Complainant's father, Puhara, was a large claimant in this block. Requests inquiry, and that justice be done to him and the hapu.
	288	Pakowhai	Urupene Puhara ...	Karaitiana	Complains that Karaitiana sold this block to Mr. McHardy, and has not divided the money fairly among the hapu, whose consent was not asked. Complainant, through his father, Puhara, was a large claimant in this block.
	289	Ngawhakatatara... ...	Waka Rewharewha ...	F. Sutton	Dispute validity of all alleged alienations of this block. Request inquiry. Call for production of all documents and particulars of alleged consideration paid. Require settlement of past rents.
	290	Tunanui	Hone Rautahi	R. D. Maney	Complainant asks inquiry into the alienation of this block, and requires settlement of arrears of rents.
	291	Tarewa Block	Urupene Puhara ...	William Rathbone ...	Complains that he did not agree to lease the Block to Mr. Rathbone. Is husband to Arapera Ngira, one of the grantees, and claims his right as such in this block. Requires investigation into the case, a settlement of all arrears of rents for use and occupation; and that the lease, so far as he is interested, be set aside.
	292	Mangarau and Te Awa-a-te-Atua	Werahiko	F. Sutton and J. H. Coleman	Complainant asks inquiry into the alienation of this block. Calls for production of all books and documents connected with it. Requires settlement of rents.
	293	Waipapa...	Reupena Te Huri ...	Grantees...	Land leased without consent of outsiders.
	294	Mohaka	Reupena Te Huri, Ropine, and five others	Grantees...	Desire to share in grant.
XXXIV.	295	Oero (Native Reserve) ...	Renata Pukututu ...	Government	Present boundary does not follow Mr. Bousfield's lines. Begs be inquired into.
	296	Heretaunga	T. Tanner, J. N. Williams, J. G. Gordon, J. D. Ormond, Captain A. H. Russell, and Captain W. Russell	Arihi Te Heipora and her husband, Hirika; their trustees, T. P. Russell, J. N. Wilson, and the Hon. H. R. Russell	That the interest of Arihi and her husband was sold by them and their trustees Messrs. Wilson and T. P. Russell, to complainants for £2,500; that the purchase was subject to conditions which were repudiated by the vendors, who sold again, one of the purchasers being the Hon. H. R. Russell, the brother of one of the trustees; that, before the second sale was completed, a transfer or sale was offered to complainants for £1,000 (one thousand) more than the price that said purchasers were to pay to Arihi and her husband, of which fact their trustees, Messrs. Wilson and T. P. Russell, were aware, and which terms complainants were compelled to accept to complete their title, the Hon. H. R. Russell receiving £500 by the transaction. Complainants ask for full inquiry into the case, with a view to the first sale being enforced, according to equity and good conscience, and the £1,000 overcharged being returned.
	297	Hikutoto...	Wirihana	Grantees...	Complains of the conduct of the grantees and the Government in the alienation of this land, without the sanction of the hapu, who have received no part of the price, and have been deprived of a valuable block of land without any consideration so far as they are concerned.
	298	Ngawhakatatara ...	Hoera Pareihe	F. Sutton and G. Worgan	Never consented to sell for £120. Never signed deed.
	299	Pukahu	Hira Pirika, Rawenata Tarui, Peni Puketapu	Grantees...	Sold land without their consent.
	300	Eparaima No. 1 ...	Hori Ropiha & seven others	Paora Ropiha & Wi Patene	Land sold without consent of outsiders.
	301	Patangata	Maika Te Maruhaere ...	Government	Disputes present boundary line.

G.—7.

RULES OF PROCEDURE, &c.

(Extracted from the Hawke's Bay Provincial Government *Gazette*.)

It is expected that the Commissioners will hold their first Court at Napier about the beginning of February next.

In order to secure an early hearing, it is recommended that persons intending to prefer complaints under the Act notify the same forthwith to Mr. Locke, Resident Magistrate at Napier.

The notices should state the names of the complainants, and briefly specify the transactions complained of, and the grounds of complaint.

The Provincial Government of Hawke's Bay has been requested to publish all such notices, as early as possible, in the Provincial Government *Gazette*.

Rules of procedure will be published shortly.

C. W. Richmond,
Chairman.

Wellington, December 7, 1872.

Notice is hereby given, that the Commissioners will hold their first sitting, at the Provincial Council Chamber, Napier, on Monday, the 3rd day of February next, at 10 o'clock a.m.

C. W. Richmond,
Chairman.

Napier, January 23, 1873.

RULES OF PROCEDURE.

1. Complaints will be reported to Parliament, if at all, as mere *ex parte* statements, unless the Commissioners are satisfied that the persons thereby in anywise prejudicially affected have had notice of the intention to prefer the same in time to appear in opposition.

2. In general, publication of the substance of an intended complaint in the Hawke's Bay Government *Gazette*, ten days or more before the day of hearing, is to be deemed sufficient notice to all persons whom it may concern, resident, or having an agent resident, within the Province: Provided that, as against Natives, such publication must be in the Maori tongue.

3. The order of proceeding in Court shall be as follows:—

The party complainant shall, in the first place, open the matter of complaint, and shall shortly state the nature of the evidence to be adduced in support.

Any complainant appearing in person shall, before opening his case, be sworn as a witness to the truth of all matters of fact to be by him stated as of his own knowledge.

After hearing the opening, the Commissioners will inquire whether any party affected by the complaint claims to be heard in answer or opposition thereto; and will decide upon the right to be heard of every party so claiming.

The party complainant may then proceed to call and examine witnesses, and adduce evidence; after which, opposing parties, successively, in such order as the Commissioners shall find convenient, will be at liberty to do the like.

If an opposing party calls no witnesses, the party complainant is then to address the Commissioners on the case, and the opposing party will have the right to reply. But if an opposing party calls any witness, such party is to address the Commissioners on the case at the close of the evidence, and the complainant will have the right of reply.

4. Where there is more than one opposing party, having a distinct case and interest, the case against each will be treated by the Commissioners, so far as practicable, as a distinct case.

5. Every witness called by the parties will be subject to cross-examination; and the party calling such witness will be at liberty to re-examine.

6. Liberty to call witnesses in reply to the witnesses called by an opposing party will be granted in cases where new matter is opened by the evidence of the opposing party, which, in the opinion of the Commissioners, could not reasonably have been anticipated by the complainant.

7. The Commissioners themselves have the power of calling witnesses at any stage of the investigation of a complaint; or even of re-opening the matter of a complaint after the parties have been heard thereon. But the Commissioners will in every case afford the opportunity of cross-examining such witnesses to the parties affected by their evidence.

8. Where it appears necessary or desirable, the Commissioners will, on proper application made, and notice given to the opposite party, allow the examination of witnesses resident beyond the limits of the Province of Hawke's Bay, or, if sick and infirm witnesses, to be taken by some person appointed by them for the purpose. Such examination may be taken either *viva voce* or on written questions, or in both ways, as the Commissioners may in each case order. But in every case the opposing party will be at liberty to cross-examine. Every such examination must be taken down in writing, certified as correct by the signature of the Examiner, and forwarded by him through the post to the Commissioners.

9. In regard to the swearing of witnesses, the rules in force in the Supreme Court will be adhered to as nearly as possible.

ADDRESS

DELIVERED ON OPENING THE FIRST COURT OF INQUIRY, AT THE PROVINCIAL COUNCIL CHAMBER, NAPIER, 3RD FEBRUARY, 1873.

Present—The Chairman, Mr. Commissioner Maning, Mr. Commissioner Hikairo.

THE CHAIRMAN.—This a Court of Inquiry under the provisions of "The Hawke's Bay Native Lands Alienation Commission Act, 1872."

Before entering on the work of the Commission, the Commissioners think it desirable to call attention to the nature of their duties, and to the limitation of their powers, in order, as far as may be, to preclude mistake and disappointment on the subject.

The first thing they have to observe is, that the Commissioners being appointed by the Act which I have named, their duties are bounded by the words of the Act, and nothing which they should attempt to do in excess of those duties could have any force or effect.

In order to understand what are the duties of the Commissioners, it is necessary to look especially to the 6th section of the Act. It is there required of them, in the first place, "to proceed to the Province of Hawke's Bay, and there diligently and impartially investigate into all complaints which may be brought before them by any person relating to the alienation, by persons of the Native race, by sale, lease, mortgage, or otherwise howsoever, of any lands or portions of lands, in or over which he shall allege that he has, or has had, any claim, right, title, or interest, and which have at any time heretofore been adjudicated upon by the Native Land Court, or any Judge or Judges thereof."

On this I have first to remark, that the Commissioners are not empowered to decide any dispute, or to determine the title to any land. Their duty and their power is only to inquire—to collect facts. The Commissioners are not empowered to undo the work of the Native Land Court. Parliament very rarely undoes the work of any Court. If it did, no man, whether European or Maori, could feel secure in his possessions. I repeat, then, we are here to inquire and not to give any binding decisions. The General Assembly has required us to investigate disputes which have arisen about land which has gone through the Native Land Court. We are to look into all complaints about such lands, whether they are complaints of Maoris against Europeans, or of Europeans against Maoris, or of Maoris against Maoris, or of Maoris against the Government. We are to hear both sides, and to make out as well as we can the truth of the matter. We are to hear, but not to determine. Yet we warn all against whom complaints may be made affecting their character, or their title to land, that they will not do well if they neglect to put in an answer. Where we find that a complaint is *prima facie* established, and that the party complained against has had a fair opportunity of answering it, and has neglected to do so, we may feel ourselves compelled to suppose that he remains silent because he has nothing to say for himself, and the General Assembly, upon our advice, may come to the same conclusion.

We are also to investigate complaints against the Government in respect of the purchase by the Crown of certain blocks which have not gone through the Native Land Court. These blocks are named in the Schedule to the Act, and are as follows:—

Tikokino,	Waipawa,
Whenuahou,	Kaiarero,
Whara Whara,	Te Ranga.

We have no power to inquire about any other purchases of the Crown which have not gone through the Native Land Court.

I now come to the second part of the 6th section, which says what we are to do when we have heard all complaints which are brought before us. It is then the duty of the Commissioners "to report to Parliament at its next Session the evidence taken, and their opinion on each complaint so brought before them, and generally on all matters connected therewith."

It will be seen hereby that we are to make up our minds as to the truth and justice of the different complaints brought before us, and to inform the General Assembly of our opinion. It is said that in some cases there has been cheating about the sale and mortgage of lands. We are to sift all complaints, and find out the cases of fraud. We are not, however, to state openly here in Court at Napier what conclusions we have come to, but we are to report to Parliament. It is for Parliament to apply a remedy if it thinks a remedy is needed and is practicable.

The third branch of the duties of the Commissioners is expressed in the Act as follows:—"To recommend to Parliament such measures as may in their opinion tend to prevent for the future the occurrence of similar grounds of complaint."

There is no more difficult work than the making of laws. The wisest man cannot tell how a law on a new subject will work until it is tried. When we have gone through the complaints which may be preferred before us, it may be that we shall find that evils have arisen through defects in the law. If we are of this opinion it will be our duty to point out these evils, and to suggest such alterations as may prevent their recurrence. The Assembly will consider our suggestions, and will adopt them or set them aside as in its wisdom it thinks fit.

Last of all, the Parliament gives warning that it will not undertake to make compensation for wrongs done by private individuals. Wrongs of that kind must be paid for by the persons who have done the wrong, and not by the Government.

Let it not be said that the Commissioners enter on their work by making promises which they cannot perform. We are unable to say what will be the fruit of the Commission. We can only undertake three things—to hear carefully, to report faithfully what we hear, and to give honest counsel thereon to Parliament.

I now declare open the first Court of Inquiry under the Act.

1873.

NEW ZEALAND.

HAWKE'S BAY NATIVE LANDS ALIENATION COMMISSION ACT, 1872.

REPORTS BY CHAIRMAN OF COMMISSION, MR. JUSTICE RICHMOND.

Presented to both Houses of the General Assembly, pursuant to the said Act.

Note.—A foot-note to each Report shows that it is concurred in by Mr. Commissioner Maning, with or without qualification; or gives a reference to his separate Report on the same Case. There is a separate series of Reports on all the cases (with a few unimportant exceptions) by Commissioners Hikairo and Te Wheoro, or by Commissioner Hikairo alone. The numbers by which *Complaints* are referred to correspond with those in the *List of Complaints* forwarded by the Commissioners. Complaints heard together, and single complaints where heard separately, constitute a *Case*. The Cases are distinguished by Roman numerals. There is a separate Report upon each Case.

GENERAL REPORT BY THE CHAIRMAN.

BEFORE entering upon the substantial matter of this General Report, a few preliminary statements and explanations are requisite.

The first Court of Inquiry under the Act was opened by a quorum of the Commissioners, consisting of myself, Judge Maning, and Wiremu Hikairo, on Monday, the 3rd of February last, at the Provincial Council Chamber, in the Town of Napier; due public notice having been previously given of the intention to hold the same at that time and place. Te Wheoro, the only Commissioner absent at the opening of the Court, shortly afterwards arrived at Napier; and all four Commissioners thenceforward sat together at every Court until the termination of the public sittings on Saturday, the 12th April last. No Court of Inquiry was held elsewhere than in the Town of Napier.

The Commissioners had, previously to the sitting of the Court, exercised their powers by making a few simple rules of procedure, and in conformity with these, notices were published from time to time in the Hawke's Bay Provincial Government *Gazette*, stating the substance of the complaints to be brought before the Commissioners. A list of the complaints, compiled from these *Gazettes*, is presented to Parliament. The complaints have been consecutively numbered by us, in *Arabic* numerals. These numbers are referred to in the margin of our Reports. The total number of complaints preferred is 301, exclusively of forty-nine relating to old Crown purchases, into which we were not authorized to inquire. Eight complaints were wholly or partially withdrawn. These are noted in the list of complaints presented to Parliament. Such complaints as related to the same block were generally heard together, unless the issues raised were so diverse as to make this course inconvenient. These consolidated complaints, or in some instances, where heard separately, single complaints, are referred to as "Cases." Each case is distinguished by a *Roman* numeral, and is separately reported upon. Our particular Reports deal in the whole with eighty-one complaints collected into thirty-four cases. Of the eighty-one complaints, three were dismissed as not coming within the limits of our inquiry. One was repudiated in open Court by the supposed complainant, whose name had been used without his authority.

Mr. Locke, the Resident Magistrate of the Taupo district, took upon himself, at the request of the Commissioners, the duty of making an abstract for the purpose of publication of the letters of complaint which poured in upon us. This duty he performed so efficiently, that no single exception was taken to the fairness of these abridgments. The same gentleman, and Mr. Hanson Turton, rendered us other valuable assistance in the work of the Commission. The Commissioners have also to acknowledge that the Provincial Government did everything possible to facilitate their investigations.

The proceedings of the Commission were opened by a short address delivered by myself, and translated, sentence by sentence, into Maori. A copy is laid before Parliament. The main purpose of what was said was, to impress upon the natives the fact, that the Commissioners were directed merely to inquire into and report to Parliament upon complaints, and that they were not empowered to give any decisions. We had reason to think that undue expectations were being formed of the probable results of our mission, and thought it advisable to take the earliest opportunity of moderating these hopes.

As Chairman of the Commission, I now desire to say a few words on the circumstance that the Commissioners have been unable to concur in one General Report; and, that in the Heretaunga and some

other cases on which we substantially agree, separate Reports are presented by Judge Maning and myself. Two extraordinary causes have tended to prevent unanimity. In the first place, the composition of the Commission, equally taken from the two races, made it next to impossible that its members should be able to adopt exactly the same view of matters such as have come before us—matters vitally affecting the relations of Pakeha and Maori, and involving discussion of the measures requisite to bring the native people within the circle of our civilization. Apparent unanimity could only have been brought about by a process of indoctrination which would have robbed, I submit, of their peculiar value, the opinions of the Native Commissioners. From the first, indeed, I determined that it would be wrong to ask the assent of my Maori colleagues to views only possible from a European stand-point. In the second place, the great mass of business presented to us—a mass such that we were unable to deal directly with much more than one-fourth of the whole number of complaints—detained us, taking evidence at Napier, until the latest day to which other official duties could be postponed, and we were compelled to separate without the possibility of deliberating together upon the most important of the cases brought before us, or upon the general questions raised by our inquiry as a whole. This latter circumstance made it more convenient to report separately on the Heretaunga Case.

Nevertheless, with respect to many of the minor cases, upon which Reports were prepared and discussed at Napier, it will be found that we are substantially agreed; although Te Wheoro's absence in Waikato, on service of importance will, I believe, prevent the formal notification of his assent to many of the judgments of his colleagues. Between Mr. Maning and myself, there will be found scarcely any, if any, difference upon particular cases. Some difference, however there is upon more general questions; as will be apparent on perusal of our separate Reports upon the Heretaunga Case, and our General Reports.

Such then, on the whole, is my apology for presenting to Parliament a mass of matter which may, I fear, seem almost as intractable, and out of all reasonable compass, as was the business itself with which we had to deal.

The complaints heard by us—exclusively of those concerning the old Crown purchases specified in the schedule to the Act, which were chiefly disputes about boundaries—may be classified as:—

I. Complaints of fraud in relation to the particular transaction.
II. Complaints of the operation of the Native Lands Acts, and of the procedure of the Native Lands Court.

The first class is subdivisible into complaints:—

1. That, on purchases by native dealers the vendor was not paid in cash, but compelled to accept credit in account-current with the purchaser, and to take the value out in goods.
2. That part of the purchase money went to pay off old scores for spirits.
3. That the sale was forced by undue pressure on the part of creditors.
4. That the consideration was grossly inadequate.
5. That Government or Missionary influence was used to bring about a sale.
6. That the purchase money was not fully paid, or that other conditions of sale were unperformed.
7. That the purchase money was not fairly apportioned amongst the vendors.
8. That the concurrence of leading chiefs, acting as agents for the rest of the vendors, was purchased by secret gratuities.
9. That the transaction was not properly explained by the Interpreter.
10. That the native vendors were not advised by a lawyer.

I now proceed to consider, *seriatim*, the grounds of complaint ranged under these several subdivisions.

I.—1. As to Credits for Purchase-money in Account Current.

Nearly all the sales which we investigated were made to dealers. The land was in fact taken in discharge of a previous debit balance. It cannot be satisfactory to anybody to part with property when he has already dissipated the price. When we see how many educated persons are too lazy or indifferent to check tradesmen's accounts against themselves, and how bills run up to unexpected totals, it cannot be surprising that natives are discontented with the results of their own careless and extravagant expenditure. We had many long accounts before us, and did what we could to test the fidelity with which they had been kept. We employed an accountant, who examined portions of the books of two of the dealers whose transactions were the most extensive. This gentleman checked the posting of the ledgers from the day-books. He was instructed to report particularly any seemingly gross overcharge, and every appearance of fictitious, altered, or otherwise fraudulent entries. We also endeavoured, but without much success, to test the actual delivery of the goods. Many items were admitted by the natives concerned; and the accounts being generally two or three years old it was not possible to attach much credit to the occasional denial of the receipt of small parcels of ordinary goods. On the whole, the result of our examination was favourable to the traders whose books we inspected. For more particular information I beg leave to refer to the separate reports of Mr. Witty, and to my own note on Mr. Maney's accounts. [*Vide* Supplement to Case No. XIV.]

No doubt the temptations to fraud in dealings upon credit with the more ignorant natives are very great. It would, of course, be possible to check by legislation the extension of credit to natives, but the case seems to me, on the whole, not one for exceptional legislation. The Fraudulent Sales Prevention Act, now in effect, provides for a previous investigation of accounts before the allowance of a conveyance; and the incumbrance of tribal property with the debts of individuals will, I trust, be put an end to by amendments in the Native Lands Acts.

A good many charges were made against dealers, that they refused to pay cash for land which they had agreed to buy, and that the vendors were thus compelled, or induced, to begin to take goods. In

the Moteo Case (No. XIX.) Torotoro declared that, after putting him off many times, Sutton told him to come into town when the steamer arrived. He did so, but Sutton said, "This is not the vessel that has my money." "At last," Paul told us, "my thought ceased respecting that money. Sutton said, 'Won't you take sugar and flour for your money?—anything you desire out of the store you can have.' I then saw that Sutton's steamer was his store. I began to take goods." A trade may have been sometimes dexterously forced in this way, but the proof of it broke down in every case. In the Moteo Case, a written agreement was proved postponing payment of the balance of purchase money; nor does Torotoro seem to have been a customer who needed much solicitation for orders. There were not many cases in which natives had balances at their credit; most of the land transactions having been entered into for the purpose of liquidating debts. In the few instances in which money was coming to natives, I think they must have known that they could insist on payment in cash, and only took goods because they preferred doing so.

2. As to Debts for Spirits taken as part of the Consideration.

Very many of the complaints were founded on the allegation that a part of the consideration had been received in spirituous liquors. Mr. Maning and I intimated very early, that we were not disposed to allow of this as a ground for setting aside transactions otherwise unexceptionable; leaving the Native Commissioners to express their own views on the subject. This resolution of ours was adopted as members of a Court of Conscience, expressly freed from the obligation of legal precedent. Whatever the law may say upon the matter it appeared to us, that it would be unconscientious on the part of a native who had received value in this shape to attempt to rip up the transaction. If it be wrong in the dealer to sell, it is, we argued, wrong in the native to buy—morally wrong; whether legally punishable or not. Native and dealer are thus clearly in fault together; though, it may be, not equally to blame; and it is against morality that one party should be rewarded, and the other punished, for an action in which both must concur. The State may be justified in enabling one party to an illegal bargain to repudiate it, after he has taken the full benefit of it. But such legislation is justifiable only as deterrent—as meant to prevent the case occurring. At all events, that the law allows repudiation cannot make repudiation honourable or right. On this ground we determined that the native vendor was, *in foro conscientiæ*, debarred from raising this objection.

That a breach of the law should be remunerated by enabling one of the offenders to break a contract, is an anomaly with which it is to be hoped that the native people will not be allowed to make practical acquaintance, as it would tend doubly to weaken and confuse their still feeble sense of legal and moral obligation. It would make the matter worse that to the Maori would belong all the pleasure and profit, whilst on the Pakeha would fall the whole penalty of wrong-doing. No worse lesson could be given to people who have yet to learn that they must themselves bear the burden of their own follies and misdeeds, and not hope to shift it on to other shoulders. Besides, to pretend to enforce in this most objectionable way a law openly set at naught, not by individuals only, but by public authorities, would be monstrous. Upon this point I do not know that retro-active legislation is required. I rather think not; but if ever justifiable it is so here, in the common interest of vendors and purchasers.

We directed Mr. Witty to analyse some of the accounts, with a view to ascertain the different heads of expenditure, and the proportion spent on liquors. In the case of Te Waaka Kawatini's account with Mr. Maney, commencing 25th October, 1869, and closing 1st February, 1873, we found a total of £948, Dr. items, thus distributed:—

	£
Cash	105
Clothing	290
Sugar, tea, flour	109
Tobacco	16
Posts, wire, saddles	58
Wines, spirits, &c.	370
Total	£948

Where the wine and spirits equal thirty-nine per cent. of the whole.

In the case of Paora Torotoro's account with the same hotel-keeper and dealer, commencing February, 1869, and ending 2nd June, 1871, a total of £626 is thus divided:—

	£
Cash	169
Clothing	148
Sugar, tea, flour	57
Tobacco	12
Bricks	27
Wines, spirits, &c.	213
Total	£626

Where the wines, and spirits equal thirty-four per cent. of the whole.

These are probably amongst the worst specimens that could be found—these two natives not spending upon their lands anything like the sums disbursed by some of the more important and more intelligent chiefs. It must also be recollected that Maney was keeping a hotel during the greater part of the time covered by these accounts. The analysis of Paul Torotoro's account with Sutton (who is a general dealer in Napier) gives not quite nine per cent. expended on spirits. (*See* my Report on the Moteo Case, No. XIX.)

3. Sales under alleged Pressure of Creditors.

On this head of undue pressure by creditors, I have little to add to what will be found on the subject in my Report on the Heretaunga Case (No. XIII.) The complaints relating to this block will be found best to illustrate the nature of this particular objection. The English law as it stands (or lately stood) making the person and property of a debtor liable to be taken in execution, it cannot, in general, regard the creditor's threat to exercise this right as improper pressure. If, indeed, the pressure so put on should lead to an unconscionable bargain for the sale of property, such a contract may sometimes be set aside. But in itself mere urgency for the payment of a just debt cannot in law, or conscience, be objectionable, because it can always be got rid of by paying the debt. In itself, therefore, the objection that creditors pressed for a sale of property is not one to which any weight can attach. The sooner the natives learn to recognise their liabilities in this respect, the better it will be for them.

4. Inadequacy of Consideration.

The question of inadequacy of consideration we found to be a very difficult, not to say an insoluble one. We have in this colony to deal with values dependent on extraordinary circumstances and contingencies, increasing at times with immense rapidity, but always liable to violent fluctuation. The price paid to natives for land has varied, we found, in cases which came under our notice, from as low as 2s. per acre in the case of the Tunanui block, and 3s. 8d. per acre in the case of the Petane block, up to £10 per acre obtained by Karaitiana for a piece of land at Pakowhai. All these blocks were rural land, but the Tunanui and Petane are rough, and unfit for tillage. These figures indicate a very wide range of prices according to quality and situation, thus adding to the difficulty of the question. A colonial valuer, who quits hold on the simple principle that a thing is worth what it will fetch in an open market, enters upon an almost trackless field of conjecture.

Most of the purchases were made, as has been stated, by dealers, or through the agency of dealers. We did not find that the first purchaser had in any case realized an inordinate profit upon his bargain. For the most part, the purchases were immediately disposed of to the European lessee in occupation of the land, either for the sum they cost or at an inconsiderable advance, the trader in general not even charging commission, but finding a sufficiently solid advantage, no doubt, in the settlement of his accounts against the native vendors.

In some cases, especially in the case of Heretaunga, it appeared that large sums of money, exceeding the purchase money, had been raised upon the security of the block when once in European hands. Too much stress must not be laid upon this. The mortgagee often relies, in no small measure, upon the personal character of the mortgagor; and when a settler of good standing borrows for the improvement of his estate (as in the case of the purchasers of Heretaunga) the lender well understands that his advances will be so applied as to increase his security.

In comparing the prices obtained by natives with those paid to Europeans for land of the same description, the supposed precarious character of a title under natives must be allowed for; and the low prices paid in former times by the Crown have not perhaps ceased to influence opinion, and affect the market. A settler buying land of natives may recollect that for Te Hapuku's block of 279,000 acres, the Crown paid only £4,800, or at the rate of little more than 4d. an acre; and for the Ahuriri block, of inferior land, containing 265,000 acres, only £1,500, or less than 1½d. per acre.

On the whole, I feel myself unable to say, that, in any single case before the Commissioners, the consideration paid was, in my opinion, grossly inadequate.

5. Sales under Alleged Influence of Government Officers and Missionaries.

The Heretaunga Case is the sole example of a complaint that Government or Missionary influence has been abused to secure a purchase. I have nothing to add to my observations upon that case. *See* Case No. XIII.

6. Partial Non-payment of Purchase-money; and other Non-performance of Conditions of Sale.

There were a few complaints that the purchase money had not been fully paid. But this class was not numerous; nor in a single instance was the charge established with any degree of probability. It is impossible to attach weight to evidence, such as that of Torotoro, in the Pahou Case (No. II.); or of Tomoana, in the Heretaunga Case (No. XIII.)

As regards the non-performance of other conditions of sale it was admitted in several cases that reservations and exceptions actually stipulated for had been omitted from the conveyances; and undertakings were given to set the matter right. *See* Case No. II. (Pahou), Case No. III. (Waitanoa). In no instance was there any ground for supposing that the omission was fraudulent.

7. Unfair Division of Purchase-money.

There were a good many complaints by natives who had joined in a sale, that they had not received their due proportions of the purchase money. We have, in general, reported against such claims on the ground that the shares had been settled by the natives themselves, and that the justice of the division could not be questioned; at all events, after long acquiescence. In Case No. II. (Pahou) it appeared that some of the grantees who had signed the conveyance got nothing. On the other hand Tareha, and his scribe Paraone Kuare, through whose influence, unquestionably, the signatures had

been obtained, received considerable sums, though they were not in the grant. The case appeared to be one of those in which, notwithstanding the issue of a Crown Grant, the Maori owners looked on the native title as still subsisting, they not having concurred in any act for its extinction. The purchasers of the block also seem to have acted in accordance with this notion. The unpaid grantees appeared in Court, and evidently belonged to the rank and file of the tribe. Their complaints had all been drawn up by Paraone, and were supported by Tareha, who expressed himself willing that the claimants should receive payment from the Commissioners. Under the circumstances, we all thought that the complainants must look to their chief for a share of the money which he received. It was not pretended that any promise of payment had been made to them by the purchaser.

8. Secret Gratuities to Chiefs.

The objection that the leading vendors received secret gratuities, only occurred in the Heretaunga Case (No. XIII.) What is said in my Report on this case makes it needless to discuss the subject here at length. It casually appeared from Mr. Tanner's evidence, that Karaitiana, on occasion of the execution of the legal lease of the block in 1867, took Mr. Tanner aside at the last moment, and demanded a secret bonus of £500 for himself, which he obtained. This was not made a topic of objection, and seems, indeed, to have been a pure act of extortion. On this ground it is perhaps to be distinguished from the secret stipulations for the grant of annuities to Karaitiana and his brother, which were deliberately pre-arranged with the purchasers. In such stipulations one may recognize somewhat of that *finesse* and diplomatic insincerity which often infects negotiations with an Oriental people. The parties should remember that the validity of such transactions may at any time have to be judged of upon the severe principles of an English Court of Equity.

9. Complaints against Interpreters.

Accusations against licensed Interpreters of wilful mis-translation, and imperfect explanation of documents, were frequent. Charges of this kind must, in general, be equally hard to prove and to disprove. In some instances, as that of the contract for the sale of the Heretaunga block, the other established facts of the case were a sufficient refutation. In many cases the precaution had been taken, to procure signature of a Maori translation of the English documents. There was only one unimportant case, No. XXII. (Te Kiwi), in which we saw reason to believe that the Interpreter had failed efficiently to perform the duty of translating and explaining the instrument. Even here, my own opinion—confirmed though it is by the concurrent judgment of Mr. Maning, as expressed in his own separate Report, written without knowledge of my Report as was mine without knowledge of his—is by no means a positive one against the Interpreter; and my recommendation for his suspension is founded on different and better established grounds.

The principal cases under this head, are:—No. XIII. (Heretaunga), No. XVII. (Omarunui, No. 2), No. XXI. (Waipiropiro), and No. XXII. (Te Kiwi).

I cannot, however, wonder at the distrust of the Interpreters displayed by the native vendors, seeing how thoroughly, under the existing system, the Interpreter is identified with the interest of the purchaser who employs and pays him. In the Heretaunga Case, the Interpreters who certified the translation and explanation of the contracts and conveyances were to be paid a lump sum "if successful." A contract of this kind is palpably objectionable. The Regulation of 7th October, 1870 (*see New Zealand Government Gazette*), was rightly aimed at this improper confusion of the functions of Interpreter and negotiator. The Interpreter who attends the conferences of the parties to a bargain may be—almost of necessity must be to some extent, a negotiator. But the Interpreter who translates and explains the Contract or Conveyance, ought to be absolutely neutral. The principle of the provision of section 74 of the "Native Lands Act, 1865," requiring the attestation of a judicial officer to dispositions of native land, is a sound one; although the provision itself can have been neither convenient nor effectual. The Regulation of 7th October, 1870, is one the observance of which it must be next to impossible to secure in practice. The "Fraudulent Sales Prevention Act, 1870," has fortunately rendered this point of less moment.

This is the proper place to observe on the practice of allowing Government Interpreters to take private business—and that not merely the interpretation of documents, to which there can be no objection, but the negotiation of purchases, or what comes to nearly the same thing, the interpretation of negotiations. The incongruity of the public and private employment becomes glaring, in a case where the sale of a block occasions, as in the case of Heretaunga, heart-burnings possibly dangerous to the peace of the country. The public duty of the Interpreter may make him, one day, the medium of the Government's refusal of pecuniary aid to a Native chief, who is hoping thereby to escape the necessity of selling a favourite spot. His private business many send him, on the morrow to serve a writ, sued out by the purchaser, to compel specific performance of a contract for the sale of this same spot. Something very like this occurred in the case of Heretaunga. It is surprising, under such a system, that the natives should suspect the Government to be in league with the private purchaser? I have no complaint to make of the conduct of the Messrs. Hamlin, which appears to me to have been throughout that of upright men. But the position was a false one.

10. The Native Vendors have been without Legal Advice.

The last ground of complaint under the head of "Fraud," or *quasi* fraud, which I have to notice, is that the vendors were not advised by a lawyer. This is an objection raised *for* the natives; never *by* them. In the view of an English Court of Equity, examining an English transaction, it would be a very serious objection. Several considerations show that much less weight is due to it in such cases as we

had to deal with. In the first place, it has never been the usage for natives to employ professional assistance on a sale of land. In former days, on cession to the Crown, the thing would have been absurd, and the old practice continues at the present time although the natives are holding under Crown Grant and execute conveyances in English form—so, at least, it is in the Province of Hawke's Bay, and so, I believe it to be, in the North. In the next place the extreme simplicity of transactions makes technical advice of a good deal less importance than in England: not, however, that the natives do not often greatly need the advice of a sound and honest man of business. They themselves are averse to the employment of lawyers; at least, if they have to pay them. Whether taught by instinct, or experience, or under the influence of a groundless prejudice, we found them obstinately refusing the services of the solicitors practising at Napier. Few solicitors are acquainted with the Maori tongue. In addition to a solicitor, an Interpreter would be wanted, adding to the cost and difficulty of transactions; and, after all, a lawyer could in few cases do more on the side of the vendors than any ordinary man of business could do. I remember only one case in which loss actually occurred to a native through the want of proper legal advice, and that was not on a sale of land. Paramena Oneone advanced a large sum of money, without security, to a man named Harrison, for the purchase of a threshing machine. On Harrison's bankruptcy the machine was seized by his assignees, and the native lost some hundreds of pounds. In several other cases, natives were left for a time without security, which a solicitor on their behalf would undoubtedly have required; but no loss ensued. Reservations or exceptions in favour of natives have been improperly omitted from the deeds of conveyance. But in these cases on the omission being ascertained by us, undertakings were at once given to make good the defect. On sales by natives, I may observe, in conclusion, legal advice appears not to be much sought for on the side of the purchaser. More than one large buyer gave the Commissioners to understand, that he only resorted to a solicitor for the formal work of preparing conveyances, and never for advice. The solicitor in an important transaction complained to us that he was not taken into the confidence of his so-called clients. This seems to show a state of things in which the lawyers have been pushed aside altogether in arranging the terms of contracts, both parties preferring to do business without them as far as possible. Such are the considerations which induce me to lay small stress upon the absence of legal advice on the side of the native vendors as an indication of fraud, and a ground for impeaching sales.

Having now gone through the princpal heads of imputed fraud, I have to state that, in my opinion, nothing was proved under those heads which ought, in good conscience, to invalidate any purcase investigated by us. I agree with my colleague, Judge Maning, that the natives appear to have been, on the whole, treated fairly by the settlers and dealers of Hawke's Bay. I express this opinion as a member of a tribunal not enabled, nor pretending, to draw legal conclusions. Some of the stricter principles of an English Court of Equity may possibly be found to have been infringed upon in transactions examined by us. But it will be difficult for any Court to apply ordinary rules in circumstances so peculiar.

I further agree with Judge Maning, that the mere desire to repudiate for the sake of gain has been largely at work. I believe it was thought that the Legislature, in appointing our commission, was inviting repudiation. In no other way can so large a number of complaints of fraud, supported by so little tangible evidence, be fully accounted for. We were, in effect, asked to believe, that not one single honest transaction in the purchase of land has taken place between persons of the two races. We found the Maori of Hawke's Bay pretending to say of his Pakeha neighbours, "There is none that doeth good; no not one." All, from the Superintendent downwards—public officers, missionaries, lawyers, dealers, interpreters, squatters, were, I may say without exception, included in one sweeping condemnation; and were characteristically supposed to be acting in concert, like members of a tribe, to plunder the Maori. Just as in particular cases before us the attempt of individual native witnesses to prove too much was constantly ensuring their total discredit, so, taking the whole mass of cases, the huge exaggeration of the complaints is their refutation. Karaitiana Takamoana, in the Hikutoto Case (No. XXIII.), gave the only example of the spontaneous repudiation of an unconscionable demand. Ahere te Koari twice withdrew [*see* cases No. XI. (Petane), and No. XIV. (Ohikakarewa)] from what he found was an unsuccessful experiment upon us. In one or two other cases I thought I perceived something like a blush on the face of a complainant. But in general, on such questions as were raised before us, the Maori shows that he belongs to "an age prior to morality."

II. Yet I am far from thinking that the Maoris of Hawke's Bay have no real grievances in the matter of their landed rights. These are, however, to be found under the second general division of complaints—complaints, namely, of the operation of the Native Lands Act, and of the procedure thereunder of the Native Lands Court. They are, of course, political grievances; and may be ranged under the following heads; complaints:—

1. That the issue of a Crown Grant for tribal land has extinguished the native title in favour of a few individuals; the community interested acquiescing in complete ignorance of the effect of what was being done.
2. That the Court has unduly favoured alienation by refusing to impose restrictions, when asked for by natives interested, and in other ways.
3. That lands excepted from cession as reserves, have been dealt with by the Native Lands Court, and transferred as private property to a few persons.

II.—1. No one can doubt the expediency of legislation to promote the breaking up of tribal property. But, in effecting this, justice or at least good policy, requires two things: first, that the native ownership be ascertained; secondly, that the general consent of the native owners to the extinction of the native tenure be given. Simple as are these requirements, they have been disregarded in the

existing law as practically administered. As to the former point, numerous cases were brought before us in which it was proved, in the clearest way, that the large majority of the native owners were omitted from the certificate of title issued under the 23rd section of the Native Lands Act, 1865. [*See* Cases No. I. (Papakura), No. II. (Pahou), No. IX. (Onepu East), No. X. (Moeangiangi), No. XIII. (Heretaunga), No. XIX. (Moteo), No. XXIII. (Hikutoto).] This was done, with the knowledge, and sometimes, it is said, at the instance of the Court—the construction put upon the first proviso to the 23rd section being, that where there appear to be more than ten native owners, a certificate may issue to ten, or any less number, if the rest assent. The Court is thus put in the false position of certifying, that the natives chosen by the whole body are "*owners according to native custom*" of the land in question—this plainly importing that they are exclusive owners. Such a certificate is necessarily false; for, if the native title is to be considered as subsisting, the persons named are not exclusive owners; if the native title is to be considered as extinguished in their favour, they are not owners according to native custom. But the main evil has resulted from the absence of proper provision upon the second head, viz., for the ascertainment, before the issue of a Crown Grant, that the native owners had assented to the extinction of their rights in favour of the proposed grantees. In several of the cases I have referred to, it was most distinctly proved that nothing was further from the intention of the natives concerned than the cession of all their rights in the land to the persons in whose favour the certificate was issued—these persons being named expressly as representatives of, or trustees for, their several *hapus*. Yet it has been a matter of course to issue a Crown Grant to the persons named in the certificate, who indeed, by the mere order of the Court, are at once clothed with powers of alienation. From the date at which the grant takes effect, it is held that the whole body of former owners, with the exception of the grantees, cease to have any right or interest whatever in the land granted. Still the mischief would have been small, if the powers of alienation incident to the ownership of the grantees had been akin to the express powers of sale and leasing vested in the trustees of a settlement. In that case, the concurrence of the whole body of grantees would have been requisite to every lease, sale, or mortgage; and their representative character would have been maintained in all cases where they were numerous. The alienation of separate shares, which forms the principal grief in such cases as Heretaunga (No. XIII.), Ohihakarewa (No. XIV.), would thus have been avoided. But it is held, on the contrary, that the Crown Grant vests in each grantee the absolute ownership in an undivided share, which at once becomes saleable by him, and liable to be taken in execution for his debts. This result of passing land through the Court appears to have been unexpected, not merely by the natives interested, but even by some of the Judges of the Court, who were under the impression that a single grantee could not deal with his share, and who are said in the Heretaunga Case to have given the natives an assurance to this effect.

Such a state of the law appears to me to constitute a very serious grievance. But, that we may not take an exaggerated view of the evil already occasioned by it, it must be remembered, that the real injustice to native owners has been confined to those cases in which the shares of the weaker and more improvident grantees have been separately bought up. Transactions, such as the purchase by the Provincial Government of Papakura, No. I., Hikutoto, No. XXIII., and Pukahu, No. XXVI., where the grantees, being leading chiefs openly elected by the tribe, have as openly treated, in a body, for the sale of the block, cannot be complained of.

From a return with which we were supplied by Mr. Locke, it appears that Crown Grants without restrictions on alienation have been issued within the Province for 569,220 acres of land, to 558 different individuals of the native race. The names of some of these 558 persons appear over and over again in many grants. On the average, each person appears in two grants. The list probably comprises every man and woman of mark amongst the Maori population. The total population is returned at 3,773 souls. The Return does not give the numbers of the sexes, or of children. Perhaps one in every four of the adult population is included in some grant of alienable land. In regard to many of those included, it may fairly be urged that they have received their full share at least, of the common inheritance, and should not be heard to complain that they have been passed over in some instances. Nor should such persons be allowed in any case to object that the tribal title has been unfairly suppressed. True, the procedure of the Court has snapped the faggot-band, and has left the separate sticks to be broken one by one. But they should not impeach that procedure who have accepted under it the rights and advantages of independent proprietorship. This reason is valid if we are to treat the natives as out of their minority, and bound by the ordinary obligations of civilised men.

As regards the deficiency of the provision left for "outsiders," we were not able to form any opinion. The area of inalienable land is stated at 221,900 acres, and 166,567 acres are stated not to have gone through the Court. A large part of these areas may be rough, but it seems likely that there is left an amply sufficient supply for a population much larger than the actual one. But these remaining possessions of the natives appear to be most unequally distributed amongst the different sections of the population. Of the 166,567 acres which have not passed the Court, the Porangahau natives hold about 100,000 acres. For further information on this subject, I beg to refer to Mr. Locke's letter of 14th April, 1873. [*Appendix.*]

2. The second ground of complaint, that the Court has unduly favoured alienation, may be passed over briefly. There was no tittle of evidence that the Judges of the Court had ever acted otherwise than with perfect good faith in their recommendations as to the imposition of restrictions on alienation. It is enough to refer to the Heretaunga Case (No. XIII.), as one in which such a charge is made by Henare Tomoana. In the Tamaki Case (No. XXVI.), Henare Matua appears to impute that the Court so arranged its certificates as to facilitate the contemplated purchase by the Crown of the district—"the Seventy-mile Bush." If this kind of suspicion is to be raised in the native mind, it seems doubtful policy to resort to this Court for a title on Crown purchases. It ought to shake the unlimited faith which some persons seem to place in mere political machinery and the words of Statutes, to find the same identical distrust expressed of the Court, which was supposed to attach to the Land Purchase Department.

3. The third and last ground of complaint affects a limited but very important class of lands—the old Native Reserves out of ceded blocks. Only one case was before us in which a complaint arose, grounded in part on the action of the Court in respect of such Reserves. *See* Case No. X. (Moeangiangi). Case No. IV. (Whareraugi) also raises a question, whether the existing provisions in relation to these Reserves are sufficient for their proper protection. It is enough to refer to the special Reports on these two cases.

III.—Lastly, I have to discharge the duty of recommending to Parliament such measures as may, in my opinion, tend to prevent the recurrence of grounds of complaint similar to those which we have had to investigate.

I agree, in the first place, with my brother Commissioner, Judge Maning, that it will be proper to maintain in our legislation the principle of the Frauds Prevention Act of 1870. Without some such check, the peace of the country, under a system of direct purchase, will be perpetually liable to be endangered by the fraud and rapacity of individuals.

I am of further opinion, that as the existing Native Lands Acts should be repealed. The Native Lands Court itself clearly ought to be maintained, with certain needful reforms. Its jurisdiction has been accepted to a great extent by the natives; and this alone is an immense step in advance. A new Native Lands Act ought to be framed on the simple principles to which I have averted.

(1.) Provision ought to be made, in the first place, for the ascertainment of native title as it actually exists, and for the issue of certificates of native ownership in favour either of a tribe, one or more hapus, or individuals. Such certificates should in nowise modify the native tenure; and especially should have no effect whatever in authorizing alienation to Europeans.

(2.) No Crown title should issue, either to native proprietors or directly to European purchasers, except upon a certificate of a Judge of the Court that all the native owners have ceded their title in favour of the proposed grantees—or that the grantees are the sole native owners. The native owners should always be informed by the Court before their consent is recorded, that its effect will be to transfer their own rights in the land to the grantees, without any further claim on their part either upon the land or its proceeds. No Crown title should on any account be issued whilst the tribe or hapu maintains its right. To admit of grants to representative men leads to fatal confusion between English and native tenure.

It would be well that the principal native owners should be required to sign, on behalf of the community, an instrument of cession into the hands of the Crown for the purpose of making the proposed grant. A very brief memorandum upon the Court's certificate of cession would suffice.

(3.) The great object being to prevent for the future the confusion of English and native tenure, any intermediate state of title should be admitted with great caution. I should propose that a tribe or hapu holding a certificate of native ownership might, if unanimous, be allowed to elect a number of trustees amongst themselves, with the addition, possibly, if they wished it, of some European officer of Government. Strictly defined powers of sale and leasing to be expressed in the Act, and referred to in an appendix to the certificate of native ownership, might be vested in these trustees. All rent and sale-moneys should be held in trust for distribution amongst the tribe or hapu; the receipts of the trustees being, however, a complete acquittance to lessees or purchasers. The Court should be empowered to fill up vacancies in the trusteeship in accordance with the wishes of the owners; and no exercise of the powers of the trustees should be allowed whilst their number should be reduced by death or otherwise below some defined limit. This is only a legal form of enabling the chief men to act for the community as they have always done. The arrangement might be made perfectly intelligible to natives; and they should be expressly warned that they must look to their own trustees for sale-moneys and rent, and not to the strangers dealt with by the trustees. The great point is, that no interim modification of the native tenure should be allowed unless of the most intelligible and well-defined character, and that the express, and practically unanimous assent of the native proprietors should be given to such modification in open Court.

Tenure by Maoris under a Crown Grant should be English tenure to all intents and purposes, subject to such modifications in relation to succession as may be found expedient, and to such express restrictions of the power of alienation as may in particular cases be imposed. Such absurditiesas Crown Grants under which the *quantum* of interest in each of several grantees is left to be determined by native custom, should be abolished.

As regards improvements in the constitution and procedure of the Court itself, I must speak sparingly according to my limited experience. But there is one point of great importance which has forced itself upon my notice. The Judges of the Court at present, as I understand, conceive themselves to be bound to ignore every fact, however notorious, which is not brought forward and proved by some claimant or counter-claimant. Te Wheoro, naturally enough, complains of this in his letter to Colonel Haultain, printed in the Appendix to the Journals of the Legislative Council, 1871. [*See* Appendix to Colonel Haultain's Report on the working of the Native Lands Acts, p. 29.] "Perhaps," he says, "in some cases, the Judge of the Court has seen the cultivations and the houses; but he only pays attention to the statements made by the parties before him, and says that it would not be right for him to speak of what he has seen, but only to take what is stated in the Court." A tribunal acting on such a principle is unfitted for the investigation of native title, as it may well happen that the parties before the Court agree to serve a common purpose by suppressing material facts. The supposed analogy of proceedings in ordinary Courts of Law or Equity is quite a mistaken one. The judgments and decrees of such Courts commonly bind only the litigant parties, and those who claim through them; whereas the judgments of the Native Lands Court are what are technically termed judgments *in rem*, which conclusively ascertain title not merely as between the parties in Court, but as against all the world. A Court with such a formidable power needs to be furnished with means of investigating, independently of the parties in Court, the validity of claims made before it. Some power is wanted of investigating the native title out of Court. The Court needs *tentacula* wherewith to seek out, and grasp for itself, all the

facts of the case. It would not be well to throw upon the Judges of the Court the duty of investigations which, to be effective, should be made on the spot. This is rather an administrative than a judicial function, and might be committed to some officer of the Native Department in each district appointed for this duty by the Governor's warrant. A Report of this officer on every application for a certificate of native ownership, or of cession, should be presented to the Court. This Report should be open to exception by the parties interested, and should be confirmed, over-ruled, or remitted for amendment to the reporting officer, as the Court might think fit. But there should be no jurisdiction to proceed without such a Report.

There is another reason for connecting an administrative department with the Court. The work of individualising native title, or in other words of partitioning the estates of the native tribes, cannot be properly performed by a Court which initiates nothing, but proceeds, as the Native Lands Court has hitherto done in most cases, only on the application of some particular claimant. In the instance of the Ahuriri natives, when the Native Lands Purchase Department ceased its operations there remained intervening between the Ahuriri block on the north, and Te Hapuku's on the south, a most valuable tract of land still subject to the native title. The area of this district, which stretched southwards to Te Aute, and ran back between the rivers Ngaruroro and Tuetaekuri to the boundary of the province, was more than a quarter of a million of acres, and it comprised the best agricultural land of the Province of Hawke's Bay. Surely the partition amongst the native owners of this magnificent estate ought to have been supervised by some Executive Department connected with this Court, and should not have been abandoned to the hap-hazard process of division which has actually been resorted to. A work of the kind cannot be properly dealt with piece-meal, for no single grant ought to be issued without considering what grants have been already made, and to whom; what claimants remain unsatisfied; and what land is left to meet their claims. Without proper machinery for the purpose, and, it would even seem, without legal powers (for the provisions of the 24th section of the Act of 1865 is wholly inadequate), the Native Lands Court has had cast upon it this work of parcelling out a whole country amongst its native owners. It would be little less than a miracle if some forward claimants have not got greatly more than their due; others coming off far short of their proper shares.

In the foregoing proposals, I find myself on several points in substantial agreement with the suggestions of Sir William Martin and Dr. Shortland. I agree with them in thinking that Commissioners of Inquiry, prosecuting their investigations on or near the spot, would be better suited for the ascertainment of native ownership than a tribunal on the model of an English Court of Judicature. The peremptory procedure of such a Court is. for reasons already stated, certain to be the instrument of occasional injustice, and to create well-grounded dissatisfaction. At the same time, the jurisdiction of the Native Lands Court having to a great extent been accepted by the Maori people, its abolition would be inexpedient. It is a great point gained to have secured any sort of submission to such a jurisdiction. Those who framed, and those who have been working under, the Native Lands Acts, may well congratulate themselves upon this achievement. It is practicable, and therefore the preferable course, to supply the patent defects of the Court in some such way as I have suggested.

As regards the important suggestion made by Sir William Martin and Dr. Shortland, that the purchase money arising from the sale of native land should in all cases be paid into Court, the necessity for such a rule would, I think, be removed if the principles on which I have been insisting were acted upon in legislation. Were it made necessary in the purchase of native land to obtain a certificate from the Court of the cession of the native title, purchasers would have to deal with the whole body of owners, and to pay over the money publicly to the chiefs in the old style. The creditors of individuals would have no hold on the fund whilst undistributed, the property being in the community, like that of a corporation. In the distribution of the money the natives would have to agree amongst themselves as to the shares. The Court, if entrusted with the division of the money, could do nothing more than give effect to such agreements (it being simply ridiculous to pretend that there are any definite principles applicable in the matter), and it is desirable to leave the entire responsibility with the natives themselves.

In conclusion, I may perhaps be allowed to say that although the work of the Commission is seemingly imperfect, inasmuch as we left unheard a large proportion of the complaints presented to us, I am yet of opinion (an opinion shared in, I have reason to be believe, by those who conducted the cases on behalf of the native complainants) that the Commission has practically attained its only possible end, in the collection of a mass of authentic material as a basis for future legislation. In the cases heard the evils of the existing state of the law are, I believe, so far as the province of Hawke's Bay is concerned, fully exemplified; and I think it will be found that every important question affecting future legislation has been raised which the experience of transactions in that district could suggest.

Nelson, 31st July, 1873. C. W. Richmond.

REPORT ON CASE No. I.

COMPLAINT No. 1.—*Ex parte* PAORA TOROTORO *(Papakura, Heretaunga, Hikutoto, and Waikahu Blocks).*

The complainant in this case was one of those who most frequently appeared before us in that character. His complaint also, so far as it affected the Heretaunga, Papakura, and Hikutoto blocks, belonged to a class which became exceedingly familiar to us. It appeared that though Paora was one of the native owners of these three blocks, his name had not been inserted in any of the grants; and all three blocks having been sold by the grantees, he had received none of the purchase money of Heretaunga and Papakura, and only an insufficient portion (as he conceived) in the case of Hikutoto.

Torotoro did not impeach the validity of any of the sales, his complaint being against the native grantees. Against them he may have some just ground. But taking the lands of the district intervening between the Ahuriri block on the north, and Te Hapuku's block on the south (both old Crown purchases) as a whole, it seems likely that Torotoro got quite his fair share in the partition of the district amongst the Maori owners which the Native Lands Court has effected. His name appears in a great many grants of valuable blocks, which have produced considerable sums of money. On the principle of "give and take," it seems likely that he ought to rest content.

Papakura and Hikutoto were sold at very high prices to Government. On these occasions the money was paid over in the most public manner to the grantees, who were chiefs of the highest consideration. Natives outside the grants received large sums. Torotoro admitted that he had himself received payments for those portions of Hikutoto which he specified in his complaint, viz., Taheke and Te Karaka. The grantees of Papakura were Tareha and Wi Maiaia. Tareha seems to have behaved liberally in allowing £1,000 out of the purchase money to be paid over to Karaitiana Takamoana, for his section of the tribe. Paora never put in any claim to share in the purchase money of Papakura. As regards Heretaunga, I beg leave to refer to my Report on the complaints specially relating to that block, where will be found also additional particulars relative to the sales of Papakura and Hikutoto.

The general question of the rights of native proprietors excluded from Crown Grants of the land formerly held by them—a class commonly denominated "outsiders" *(tangata o waho)*—is raised by this complaint; but only as between the outsiders and the grantees, not in the more serious aspect of the question as affecting the title of purchasers from the grantees.

In the case of Waikahu, Paora himself was one of the seven grantees. A portion of this block has been sold, and has been conveyed to the purchaser. Paora's share in the remainder is under contract for sale. In Court, Paora explained that he desired that a part of the land conveyed away should be restored to him, on the ground that he had not received any money, though he had signed the conveyance. His own witnesses, however, proved that he had received money, or money's worth, from both Parker, the person who first dealt with the natives about the block, and afterwards from Giffard, the present European owner.

Manaena Tini, one of the grantees, and a highly intelligent man, proved that £600 had been paid to the grantees, or allowed to them in account, by Parker. He had had in his possession, but had lost, the accounts of each grantee with Parker. On another complaint about this block, lodged by Paul (No. 61), we ascertained that Giffard had agreed to give him £300 for his share in the remainder of the block, of which £100 had been paid, and the balance was then awaiting the certificate of the Commissioner under the Fraudulent Sales Prevention Act. It was impossible to make out what share of Parker's £600 fell to Paora, the transaction being an old one, and Parker having left the province; but seeing that the block only contains 764 acres, the total amount received or receivable by him cannot well be less than at the rate of £3 an acre.

The complaint in this instance being against the co-grantees only, we did not further investigate the transactions referred to. I thought that the complainant altogether failed to show that he had been treated with injustice.

C. W. RICHMOND.

See Mr. Commissioner Maning's Report on Case No. XIII. (1).

REPORT ON CASE No. II.

COMPLAINTS NOS. 2, 3, 37, 43, AND 99.—*Ex parte* PAORA TOROTORO, AND FOUR OTHERS *(Pahou Block).*

These complaints related to a block of land known as Pahou, containing 694 acres, situate near the point at which the western spit of Napier Harbour joins the land. By Crown Grant, dated 3rd October, 1866, it was vested in ten persons, including the five complainants. Mr. Thomas Richardson claims to be the purchaser of the block under a Deed of Conveyance, dated 28th January, 1870, executed by all the grantees, and also by Tareha te Moananui, and several other natives not named in the Crown Grant. Mr. Henry Martyn Hamlin, a licensed interpreter, explained the deed to the native vendors, and attested their signatures in the usual way. The negotiation with the natives was conducted by Mr. Maney, who at that time kept an hotel and store at Meanee, near Napier, and carried on, as he still does, a large traffic with the natives. It was proved that Mr. Richardson paid £400 in money to Mr. Maney. Mr. Richardson took no part in the distribution of the purchase money, which was left by him entirely to Maney. No complaint was made as to the adequacy of the price paid. This is always a difficult question, and we may have to make some remarks on the subject in our General

Reports. In the present case a large part of the block consists of sea-beach, and the extent of available land probably may not exceed 300 acres.

All the complaints, so far as we could make out, related to the distribution of the purchase money and to the mode of its payment, on both of which points we have some brief observations to make.

First, as to the distribution of the purchase money, we append a statement showing the way in which Mr. Maney accounts for the sum of £446 4s. 3d. expended by him on account of this block. It will be seen that some of the grantees received, directly, nothing for their shares. On the other hand, considerable sums were paid to the chief Tareha te Moananui, and to Paraone Kuare, who appears to act as Tareha's secretary.

Are we to say that the grantees who got nothing have been inequitably dealt with? Possibly; but if so, it is by their own chiefs, through whose influence their names were obtained. That they consented to the sale is apparent, and unless their consent was obtained by means of false promises, or other fraud on the part of the European purchaser, we conceive that they are not entitled in equity to repudiate their own act.

Next, as to the mode of payment. All the principal vendors have accounts with Maney, and the sums mentioned in the appended statement appear to have been properly credited to them, or to have been retained against balances due. Subject to any general observations which we may have to make on Maney's accounts, now under examination by an accountant appointed by ourselves, we find that the consideration-money in the present case has been duly paid or carried to account. Paora Torotoro's allegation that Maney agreed to pay him an additional £100, we believe to have been pure fiction.

In the course of our enquiry Mr. Maney gave evidence, that it had been stipulated on the part of the native sellers that they should retain the right to resort to the beaches of Pahou, as a fishing ground, and to erect whares on a particular part of the block for their residence whilst so employed. This was admitted on the part of Mr. Richardson, the purchaser. But as the Deed of Conveyance is silent on the subject, we recommended that steps should be taken, without delay, to define the reserved right, and to put it upon a proper legal basis. This being done, we see no reason to except to the particular transaction which is the subject of this Report.

C. W. Richmond.

Pahou Block.

	£	s.	d.	£	s.	d.
Paoro Torotoro—Amount credited in Ledger	100	0	0	100	0	0
Waaka Kawatini „ „ „	100	0	0	100	0	0
Turahira te Heitoroa—No Account in Ledger		—			—	
Maihi Raukapua—Amount Balance due in Ledger	20	13	0	20	13	0
Hama Paeroa „ „ „ „	2	10	0	2	10	0
Waaka Takahari „ „ „ „	53	2	0	53	2	0
Pera te Ruakowhai „ „ „ „	45	11	3	45	11	3
Matiu te Manuhiri—No Account in Ledger		—			—	
Morehu „ „		—			—	
Hoera Paretutu „ „		—			—	
Natives not in Crown Grant—						
Wi Nganga—Amount Balance due in Ledger	10	11	0	10	11	0
Utiku „ „ „	3	17	0	3	17	0
Tareha	60	0	0	60	0	0
Paraone—On account of Gig	50	0	0	50	0	0
				£446	4	3
To amount paid Licensed Interpreters for Deeds, &c. £						

Correct. (Signed) R. O. Maney.

Note.—This Report is concurred in by Mr. Commissioner Maning.

REPORT on CASE No. III.

Complaint No. 4.—*Ex parte* Tareha te Moananui, *Waitanoa (Papakura Block)*.

This was a complaint of the chief Tareha te Moananui, against the Honourable Henry R. Russell.

In 1867, Waitanoa, or "Little Bush," was purchased by Mr. Russell of Tareha and Wi Maiaia, grantees of the Papakura block, of which Waitanoa is a part. On the purchased land stands, or lately stood, a small kahikatea bush. At the time of Mr. Russell's purchase, Waitanoa contained some good trees, together with a quantity of dead timber. The wood appears to have been of no great money value, but the natives living in Tareha's pa depended upon it for their supply of firewood, there being no other bush at hand. Tareha's complaint was:—

That the reservation of this bush to the native vendors had been agreed to by Mr. Russell's agents, but had been improperly omitted from the conveyance.

That by unfair pressure, the freehold had been acquired for a grossly inadequate consideration.

It should be premised that throughout these transactions Mr. Russell appears to have been acting merely as agent of Mr. Aikman, of St. Andrew's, Scotland, to whom the land in question has been conveyed.

As regards the former ground of complaint, it was at once admitted by Mr. Russell's solicitor that the omission to except the timber was a mistake; and a verbal undertaking was given that the error should be promptly rectified, or that compensation should be made.

The history of the case begins with the purchase by Mr. Russell from Government, on behalf of Mr. Aikman, of some sections in the Papakura block. Waitanoa, which is a small piece containing ninety-three acres, adjoins these sections; and it appeared to Mr. Russell a desirable addition to the property. Accordingly, he applied to Tareha in the first instance for a lease. The negotiation was through a Mr. M'Kenzie, who was not examined by us. Mr. Russell stated that M'Kenzie brought him an agreement, signed by Tareha; he is not sure in what language written, but thinks it was in Maori. It was an agreement for a lease for twenty-one years, at £120 per annum. Mr. Russell declares that this agreement has been lost. The transaction appears to have taken place in 1866. About July or August of that year, Mr. Russell went up to Wellington to the session of the General Assbly. In his absence, Tareha let the land to Miller and Lindsay, for twenty-one years at £120 per annum, reserving the timber and firewood, and giving Miller and Lindsay a right of pre-emption; without, however, any agreement as to the mode of fixing the amount of the purchase moneys. Tareha, who was examined, admitted that, before he treated with Miller and Lindsay, he had agreed to let to Mr. Russell for £120 per annum, and had received £20 on account. He did not recollect signing any document. On Mr. Russell's return from Wellington he paid Messrs. Miller and Lindsay a premium of £200, and took an assignment of their lease. He also bought out a sub-tenant of Miller and Lindsay, paying him, Mr. Russell believes, £50 besides some expenses. Mr. Russell then applied to Tareha to compensate him for breach of the agreement between them. Tareha replied, that Russell was to go to Miller and Lindsay, it was their fault not his. Thereupon Mr. Russell instructed Mr. Wilson to bring an action against Tareha. An action for damages was accordingly brought in the Supreme Court. The damages were laid at £400. We were unable to obtain from either party any further information as to the character of the action. The original declaration, which must have been handed to Tareha's solicitor in the action, was not forthcoming, that person having left Napier; and as the action was compromised before the parties were at issue there exists no record of it in Court.

It appeared, that some time previously to the commencement of the action Mr. F. Edwards Hamlin had been endeavouring, under instructions from Mr. Russell, to treat with Tareha for the purchase of the land. But the demands of the natives were such as to cause the negotiation to be broken off.

Shortly after the commencement of the action, some of Tareha's people came into the store of Mr. Sutton, in Napier, and began to talk about Mr. Russell's action against Tareha, saying that it was oppressing several of his old people very much. These men asked Mr. Sutton if he would be inclined to buy the land, and help Tareha out of his difficulty with Mr. Russell. At that time Mr. Sutton had not been instructed by Mr. Russell to buy for him. Mr. Sutton informed Mr. F. E. Hamlin of what the natives said. Next day Mr. Russell called upon Sutton, and empowered him to give £250 for the land, and to agree that the action should be stayed. Tareha's costs in the action, also, were to be paid by Mr. Russell.

Ultimately, the sale was effected upon these terms during Mr. Russell's absence at Wellington. Sutton does not appear to have been authorized by Mr. Russell himself to agree to any exception of the timber and firewood. But as Tareha insisted on this reservation, Mr. Sutton, with the assent of Mr. Russell's solicitor, assured Tareha, that the timber would not be considered as included in the deed—and on this understanding the chief executed the conveyance. This agreement, though at first repudiated by Mr. Russell as having been made without authority, is now, as we have stated, admitted to have been binding.

The unfair pressure complained of, consists in the institution of the action at law which has been referred to.

It was argued, in the first place, that the action was oppressive, inasmuch as there was no legal ground for it. This did not appear to be clearly made out. In any case we did not think that Tareha could complain of a proceeding which, whether technically groundless or not, was founded upon a clear breach of faith on his part.

Next, it was said, that the action was not brought *bona fide* for the purpose of recovering damages, but was intended as a mere instrument for driving the native owners to sell to Mr. Russell. The proof relied upon to establish this charge was, that Mr. Russell had been previously attempting to negotiate through Mr. Hamlin for the purchase of the land; and that the action had actually brought about the sale. It did not, however, appear that Mr. Russell had contemplated such a result. He made no proposal to the natives in relation to the action until he had been informed by Mr. Sutton, a person then wholly unconnected with him, that the natives had become desirous of selling. Sufficient motives to the course taken appear to have existed, without the supposition of any such ulterior design as is imputed to Mr. Russell.

We have felt some difficulty in regard to that part of the charge, which represents the consideration paid for the freehold as grossly inadequate.

The freehold of land let on a well-secured rental of £120 per annum must, if the lease is unincumbered with conditions adverse to the lessor, be clearly worth more than £250. We saw reason to think, however, that the land was not really worth anything like such a rent. Supposing the natives to have agreed to reduce it by one-half, the true letting value would probably have been more nearly reached. Mr. Russell could scarcely have been blamed for asking for, and accepting, such a reduction had it been gratuitously made by the natives; and we cannot say that the purchase was an unconscientious bargain because it was not made upon the basis of an excessive rental.

Considering that the timber was excepted, with liberty to the natives to enter and take it as they might require, we doubt much whether the fair value of the land could have exceeded, at the time of the purchase, £5 or £6 an acre. That would give from £450 to £550 as the proper value. Mr. Russell has actually paid as much, and more, for the land. He contends that he is entitled to consider the sums paid to Miller and Lindsay, and their tenant, as part of his purchase-money. These sums, he argues, but for Tareha's breach of contract would have been paid to the natives themselves. This view has at least a sufficient semblance of reason to relieve the Case of the aspect of an unconscientious bargain.

Lastly, it was objected that the action was compromised behind the back of Tareha's solicitor. This was, no doubt, irregular. But it would not readily occur to Sutton that the solicitor could have any thing to say to the terms of sale. As the action was to be discontinued, and Tareha was to get his costs paid, it might seem that the solicitor's assent was a matter of course. On the whole, we give no weight to this objection, considering the mistake to have been venial, and that the terms made cannot be considered as unconscientious.

Our Report therefore is, that as regards the reservation of the timber the complaint is confessed to have been well founded; and as regards the second point, that it has not been established.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. IV.

COMPLAINTS NOS. 5, 6, AND 41.—*Ex parte* PAORA TOROTORO AND OTHERS *(Wharerangi) Native Reserve.*

The block referred to in these complaints is a Native Reserve, excepted on the cession to the Crown of the Ahuriri block, and specified as so excepted in the deed of cession. It contains 1,845 acres.

Under order of the Native Lands Court, and by Crown Grant dated 4th June, 1867, it was conveyed to four natives, including the complainants Paora Torotoro and Waaka Kawatini. The grant contains the following proviso: "Provided always, that the land hereby granted shall be inalienable by sale, or by lease for a longer period than twenty-one years from the making of any such lease, or by mortgage, except with the consent of the Governor being previously obtained to every such sale, lease, or mortgage."

The block has been for many years under lease. Paora and Waaka complain of the detention of the rent for several years by the lessee.

Mr. Burnett, the present lessee, appeared by counsel; and Mr. Kinross, who is named in the complaint of the natives, and through whom Mr. Burnett claims, appeared in person.

It was in evidence, that the land having been previously to 1867 leased at a rent of £90 per annum, was by lease, dated 19th August, 1867, demised to Messrs. Gully and Morecraft, sheep farmers, for twenty-one years, at £260 per annum. The lease was assigned to Messrs. Kinross and Burnett, and the four native lessors being indebted to Mr. Kinross to the amount of £586 19s. for goods and advances, it was arranged that the existing lease should be surrendered and a new lease executed at the reduced rent of £100 per annum; and that in consideration thereof, the debt of the lessors should be extinguished. This arrangement was carried into effect. The new lease was dated 1st June, 1869. The native lessors again got into debt to Kinross, to the amount of £795 10s. 3d. Afterwards it was arranged, that Mr. Kinross's interest in the lease and debt should be transferred to Mr. Burnett. In pursuance of this arrangement the present lease was executed. It bears date the 16th August, 1870, and is for the term of twenty-one years, computed from 1st June, 1869. The rent, as in the last preceding lease, is £100 per annum. The lease contains a clause purporting to authorize the lessee to retain the rent in liquidation of the debt of £795 10s. 3d., which carries interest at ten per cent. per annum. The greater part of the rent has been retained by Mr. Kinross, as Mr. Burnett's agent, under the authority of this provision.

We did not attempt to investigate the accounts between Mr. Kinross and the natives. Any effectual investigation, if possible at all, would consume many days. The native complainants did not appear to dispute the integrity of the accounts, which had been explained to them at different times by Mr. Locke and Mr. Josiah Hamlin. The usual means also appeared to have been taken to explain to the lessors the effect of the several deeds. Paora Torotoro was examined by ourselves on this point, and seemed to have a clear notion of the main features of the transactions. As between Messrs. Kinross and Burnett, and the four grantees, we see no reason to suppose that the latter have not been fairly dealt with. The reduction of rent from £260 to £100 may appear excessive, in comparison with the benefit derived by the natives from the extinction of a debt somewhat under £600. In explanation it was stated, that the rent of £260 was an excessive one, and Messrs. Kinross and Burnett being only assignees of the lease by way of mortgage, might have got rid of their liability to pay it.

But one of these complaints was on behalf of a native, claiming an interest in the reserve, who was not one of the grantees. It was asserted by all the natives whom we examined, that the number of persons having just claims of this kind was large. In regard to such persons, serious questions appear to us to arise upon these transactions. In the first place, legal questions may apparently be raised, whether or not these transactions violate the terms of the grant; and whether the fifteenth section of the Native Lands Act, 1867, requiring that native reserves shall be let at a rack-rent, may not be applicable. These questions were not raised before us, nor would it be proper for us to offer an opinion upon them. But apart from any technical question, and supposing all the deeds effectual for their purpose, we find that the law has allowed the grantees to anticipate the whole produce of the reserve for a long term of years—perhaps for the whole term of twenty-one years—and thus to deprive a considerable part of the living generation of owners of all further chance of benefit therefrom. On this ground, we conceive that the natives concerned—exclusive that is of the grantees themselves—have, if no legal, a just political grievance. It is indeed probable, that many of these persons have to some extent participated in the benefits derivable from the large expenditure of the grantees, and that the heavy debt to Mr. Kinross, though nominally that of the grantees, might fairly be regarded as to some extent a tribal debt. This we say is probable, though denied by the native witnesses, who in cases of

this class have a keen perception of the way to make the best case. Granting that the debt may be regarded as tribal to some extent, still it appears to us that the native people naturally and justly look to their reserves as securing to them an inalienable provision, and that this just and natural expectation has, in the present case, if the transactions in question be legal, been disappointed.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. V.

COMPLAINT No. 7.—*Ex parte* BOYLAN *(Mangateretere, E)*.

This was a complaint against Henare Tomoana for non-performance of an alleged agreement for sale of a share in this block. Upon opening the complaint, it appeared that Henare's execution of the conveyance was subsequent to the "Native Lands Fraud Prevention Act, 1870;" and that the certificate of the Commissioner had been refused, on the ground that a part of the consideration was a debt for ammunition. We dismissed the complaint, conceiving ourselves not called upon to review the decisions of the Commissioner, and there being no ground of complaint against Henare.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. VI.

COMPLAINT No. 8.—*Ex parte* CANNON AND WIFE *(Koroki, No. 1)*.

Complainants were William Alexander Cannon, a settler residing at Te Aute, and Mary Ann, his wife. Mary Ann Cannon is a native woman, whose Maori name is Hokomata.

The complaint related to a block called Koroki (No 1), containing 9 acres 2 roods, granted pursuant to certificate of the Native Lands Court, to Te Hapuku, Te Hei, and six others, including Hokomata. The grant bears date July 10, 1871.

The block appeared to have been conveyed by all the grantees to William Ellingham, in fee, in consideration of £300, by Deed dated 2nd December, 1869. Hokomata had executed by her mark in the presence of George Worgan and Henry Martyn Hamlin, both of the witnesses being Licensed Native Interpreters. The affidavit required by section 32 of the "Native Lands Act 1867," appeared to have been made by George Worgan, and to be endorsed on the Deed.

The complainant appeared in person. The substance of the complaint was:—

1. That Hokomata did not know what she was signing.
2. That she had not received a fair share of the purchase money.
3. That she had signed without the concurrence or knowledge of her husband.
4. That Cannon had not conveyed his own estate in the block.

Messrs Neal and Close, as mortgagees of the block, and Mr. W. Rathbone, as transferee of their mortgage, appeared by counsel in opposition.

The purchaser Ellingham did not appear. As to the first point of complaint: it was proved that Hokomata having been paid £1 by Worgan, on signing, was subsequently paid another £1 by Te Hei, a leading woman of the *hapu*, and was at the same time told by Te Hei that her name was washed, or rubbed, out of the grant.

Hokomata received the money, and made no protest. She appeared to be a woman of fair average intelligence, and the usual means seem to have been taken to explain the transaction to her. Mr. Hamlin testified that the Deed had been interpreted and explained to her by Worgan in his presence. Probably she understood what she was doing as well as she was capable of understanding it. But she seems to have been ready to sign anything in order to get a little money at once. It was further proved, that the whole consideration money of £300 was laid on a table in the presence of Te Hapuku, Te Hei, Haurangi, and other natives. Worgan said, "there is the money, you settle the division among yourselves." Neither Hokomata nor her husband seems to have been present.

We came to the conclusion that, as regards the purchaser, the transaction was altogether clear of fraud.

As to the second point of complaint:—the grant being subsequent to the "Native Lands Act, 1869," it seems that the amount of the share of each grantee must depend on native custom. It is at least certain that it cannot be determined by English law. Without entering upon the general question, whether the precise amount of each share can in every or in any case be determined strictly by native usage, it is sufficient to say, that the evidence before the Commissioners in the present case did not justify any definite conclusion as to the amount of Hokomata's share. It appeared to be a small one; and two out of the three Commissioners who heard the case were of opinion that it sufficiently appeared that the payment made was not adequate. The examination of some of the principal persons of the *hapu* might have led us to a more definite result, but the importance of the case did not seem to justify further investigation. We were at all events of opinion, that the claim of Hokomata to further payment was only against the other native grantees.

As to the third and fourth points of complaint the husband did not sign the conveyance, and it seems to be made out that he had not been consulted either by his wife or by the purchaser. It is, perhaps, questionable whether under the 22nd section of the "Native Lands Act, 1869," a conveyance by a native woman married to a European, executed without the concurrence of the husband, has the effect of barring the estate of the husband in the land.

Mr. George Worgan was not examined by us, being absent from the Province of Hawke's Bay.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning, except as to the third and fourth grounds of complaint, upon which he expresses no opinion.

REPORT ON CASE No. VII.

COMPLAINT No. 9.—*Ex parte* CANNON AND WIFE *(Waihengahenga)*.

The complainants were the same as in Case No. VI. The question was as to the detention of a Crown Grant on the ground of the non-payment of a surveyor's fees; against which fees the complainants claimed a right of set-off.

We decided that the case was not within the scope of our Commission.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. VIII.

COMPLAINT No. 10.—*Ex parte* CANNON AND WIFE *(Turamoe)*.

The complainants were the same as in Case No. VI.

The complaint was that the wife, who owned a share in the block (Turamoe) had joined in a lease without her husband's consent. The husband, according to his own statement, had subsequently sued the lessee, in his wife's name, in the District Court, for her supposed share, one-tenth of the first year's rent. The whole rent was £20. The action for some reason failed. Subsequently all the owners of the block mortgaged it, Cannon himself joining.

This case raises none but legal questions, on which we are unable to give an opinion, especially the legal question on section 22 of the Native Lands Act, 1869, adverted to in our Report on Case No. VI.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. IX.

COMPLAINT No. 11.—*Ex parte* CANNON AND WIFE *(Onepu East)*.

The complainants were the same as in Case No. VI.

The complaint related to a block called Onepu East, containing 155 acres. The Native Lands Court appears to have made an order for a certificate in favour of Te Hapuku, Keremeneta, and eight others. Cannon's wife, Hokomata, claims an interest in this block. Cannon swore that he was present at the hearing in the Native Lands Court. Hokomata asked to have her name put down in the order. The Judge, addressing Cannon, said, "Well, Mr. Cannon, there are ten in this block already, but I will give you a certificate signed by the head-grantee to get her share of the money, and that will be just as good as her being in the Crown Grant." The witness then produced an apparently genuine document in Maori, which he swore to have seen signed by Keremeneta. The witness stated that he saw the Judge write out and attest this document. The following is a translation:—

"WAIKAWA, 4th September, 1868.

"I consent to give some of the money which will be received in payment for the Onepu to Te Hokomata, as soon as the land shall have been sold. It for the persons named as grantees to decide what the sum shall be.

(Signed) "KEREMENETA.

"Witness—H. Munroe."

The block has since been leased by the natives named in the order of Court, but when Cannon produced to them the document signed by Keremeneta, and demanded a share of the rent, they laughed at him, and told him his name was not in the Crown Grant. No payment appeared to have been made to Hokomata herself.

Te Hapuku, Keremeneta, and the other natives named in the order of Court, being called upon, none appeared but Ikutahi, who did not desire to be heard.

Assuming the evidence given to be in the main correct, which we saw no reason to doubt, the case illustrates the imperfect working of the proviso to section 23 of the Native Lands Act, 1865, "that no certificate shall be ordered to more than ten persons."

In the present case the Court has issued a certificate, that the ten persons named "are owners according to native custom" of the block in question, in the face of proof, the validity of which is admitted by the Court itself, that more than ten are in truth "owners according to native custom." This is done without affording to those excluded the protection provided by section 17 of the Act of 1867. The right of Hokomata is to an unascertained, and perhaps to a very small part of the land in question, but to some share it appears that she is justly entitled, and the action of the Court has given to others, without any sufficient consent on her part, the power of defrauding her of this share.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. X.

COMPLAINT No. 13.—*Ex parte* PAORA AND OTHERS *(Moeangiangi)*.

We were able to devote to hearing this complaint only a short interval on one of the days which the Heretaunga Case occupied. The complainants, who seemed poor people, were exceedingly anxious that their case should be investigated, and had travelled in vain more than once a considerable distance to obtain a hearing. Seeing that the case is against the Government, and at Mr. Locke's special request, we consented to let the case come on. We did not hear the answer of the Government. In my opinion our investigation was incomplete; but it seems desirable to put on record the nature of the complaint.

The land in question was a Native Reserve of 1,092 acres, which was exempted from sale on the cession to the Crown in 1859 of the Moeangiangi block. It seems that in 1866 Mr. M'Lean bought the reserve, or rather, as it turned out, certain shares in the reserve, from two of the natives interested, Pitihera Kopu and Winiata te Awapuni. Soon after, apparently in accordance with the new usage of passing through the Court all land contracted for by the Crown, these two persons applied to the Native Lands Court for a certificate of ownership, with a view to obtain a Crown Grant. Kopu, it should be mentioned, is since dead, Winiata is still living, and resides at Mohaka, some distance from the reserve.

The complainant Paora Hira and his people, who live at Arapawanui, close to the reserve, declare that they were in complete ignorance of the intention to apply to the Native Lands Court. This is quite possibly untrue, but it is also, I presume, quite possibly true; as the Court was sitting at Napier, and these people living at some distance, in an out-of-the-way place, might easily fail to see the public notices of cases to be heard.

On the hearing of the application, a certificate of native ownership would, it seems, have issued to the two vendors, but that there chanced to be in Court a young man named Te Retimana Ngarangipai. He put in a claim, which was admitted. A certificate of title was issued in favour of Te Retimana, jointly with the two men who had sold to the Crown. Subsequently, a Crown Grant, dated 22nd May, 1867, was issued to the three. I believe it has been the practice of the Native Lands Court at Hawke's Bay, if not in other districts, to confine its attention to the claimants in Court, or represented there; and that in the present case it was, as this young fellow gave us to understand, a mere accident that the grant did not issue to the two vendors alone. The Court, as I understand its practice, undertakes no independent investigation of native title, yet acts on the maxim, "that what does not *appear* is to be treated as if it did not *exist*;" according to the law maxim "*de non apparentibus et non existentibus eadem est ratio.*" All outsiders are supposed to be barred by non-claim; and the Court is ready to certify, that those who claim are sole owners according to native custom.

Yet in a case like the present, where the land in question was an old Native Reserve, it would be pretty certain that a great many more than the three claimants in Court were in fact interested; and none could be better aware of the likelihood of this than the experienced judges of the Native Lands Court. The practice of the Court is however, I believe, to ignore the most notorious facts as to native title unless they are formally in evidence; the Court following in this (whether appropriately or not) the practice of the Supreme Court.

The result is, that the Crown has acquired a legal title to two-thirds of the former reserve. Whether it has a true title to that, or any other fractional part, or to the whole, depends on circumstances which we had not the opportunity of fully enquiring into. The matter must be left to adjustment by the Executive Government.

I have only further to remark, that in my opinion, lands in the predicament of this reserve should be dealt with most cautiously, and certainly should not be left to the chances of such a procedure as I have described. Where a reserve has been made on a sale of a block, the probability is that a whole commnnity is interested and attaches a peculiar value, or regards with a special affection, the excepted land. It is the common interest of both races that the alienation of lands in this position should be watched over by some department of the State with particular vigilance—not to say jealousy; and the official guardians of such reserves should at least have special notice of proceedings affecting the same.

I beg to refer to the Report on the Wharerangi Reserve (Report, No. IV.) for further observations on the alienation of this class of lands.

C. W. RICHMOND.

VIDE.—Mr. Commissioner Maning's separate Report on this case.

REPORT ON CASE No. XI.

COMPLAINTS Nos. 14, 36, 39, 40, 42, 44, 49, 98, 102.—*Ex parte* WAAKA KAWATINI, PAORA TOROTORO, TAREHA TE MOANANUI, HOERA PARETUTU, HAMAHONA TANGAEHE, NIRAI RUNGA, AHERE TE KOARI, MITA NGAPU *(Petane Block)*.

This group of complaints related to the sale to Mr. Maney, on behalf of Mr. Richardson, of eight out of ten shares (assumed to be equal shares) in the Petane block, containing 10,908 acres.

The price paid was £200 per share. The whole sum of £1,600 was paid in cash to Mr. Maney. Of the eight complainants, three—Waaka Kawatini, Paora Torotoro, Ahere te Koari—were grantees of the block who had sold their shares. All these had accounts with Maney. Mr. Maney's books were produced, and each of the complainants appeared to have been duly credited in account with the price of one-tenth share. Ahere was candid enough to admit that he had come before the Commissioners only because he had heard that the sale of all land, whether fairly bought or unfairly, might be questioned before them. We have directed a particular examination of the accounts of Waaka, Kawatini, and Paora Torotoro, with Mr. Maney, and the present Report is made subject to the result of that investigation. Hoera Paretutu (No. 40), and Mita Ngapu (No. 102), did not appear when called upon in support of their complaints. The complaint of Nirai Runga (No. 44) was, that his father had sold, or, as his letter of complaint called it, had mortgaged his land for goods and spirits without consulting the other owners. He did not appear when called upon, and we intimated that we could not report in favour of a son whose only complaint was, that his father, a Crown grantee, had dissipated his own property. The complaint of Tareha (No. 39), was a general protest on behalf of those interested in the land according to native custom but not named in the Crown Grant, against the sale of the block. Such persons are commonly referred to as outsiders—"*Tangata o waho*." In our General Report we propose to make some observations on the operation of the Native Lands Act in regard to this class of claimants, who present themselves in every transaction. Hamahona Tangaehe lodged two complaints in reference to this block. Of these, the first (No. 42) was wholly unintelligible, nor could the complainant himself explain it. The other letter of complaint (No. 98) related to the division of the rent for the block. Hamahona has not sold his share, and consequently he regularly receives £20 per annum, being one-tenth part of the rent of £200, named in the lease of the block to Mr. Richardson. Hamahona desired that the apportionment of the rent might be varied, and that £100 a year might be paid in respect of the two unsold shares.

The price paid for this block appears very low, being at the rate of 3s. 8d. an acre, but the land is poor and hilly, only suited for pastoral purposes.

Apart from the question whether the sellers who are complainants received from Mr. Maney a fair equivalent for their money, the only tangible ground of complaint we were able to find consisted in the allegation that a portion of the block should, according to the agreement made, have been excepted from the conveyance as a reserve. On this point the native witnesses contradicted one another so directly—one saying that the whole of the hills at the back were to be reserved, another, that the reserve was to be a small piece on the flat around the native settlement—that we were compelled to give credit to Maney's denial that there was any agreement for a reserve.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XII.

COMPLAINT No. 15.—*Ex parte* WAAKA KAWATINI *(Hikutoto)*.

This complaint was about a portion of the Hikutoto block, called Te Karaka, which Te Waaka claimed as a reserve. It was at first excepted from the sale of the block to the Government, but subsequently it was included in a separate conveyance. There appeared to be no foundation whatever for the claim, which perhaps originated in a confused recollection of the original intention to reserve Te Karaka.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XIII.

COMPLAINTS Nos. 17, 79, 96, 129, 133, 134, 150, 154, 158, 180.—*Ex parte* KARAITIANA TAKAMOANA, HENARE TOMOANA, AND OTHERS *(Heretaunga Block)*.

These complaints related to the Heretaunga Block—a piece of land more valuable by far than any other with which our investigations were concerned. The area is stated in the Crown Grant as 19,385 acres; but the quantity comprised in the purchase investigated by the Commissioners is between

16,000 and 17,000 acres only, 1,000 acres of shingle-bed having been left out of the conveyance, and a reserve having been made by the native vendors of about 1,600 acres. The block lies in the plain of the Ngarururoro, the nearest portions being about ten miles from Napier.

The case was conducted in Court on behalf of the native complainants by Mr. Sheehan, of the Auckland bar. Mr. Tanner, the principal purchaser, and the gentleman who alone conducted the negotiations for the purchase, appeared in person. During a part of the case, another of the purchasers, Mr. Ormond, appeared in person. Mr. Lascelles represented the Messrs. Russell.

The grounds of complaint embraced every general ground of objection taken in any other case before us; and there were besides some matters of complaint peculiar to this case.

The case is distinguished from all the others into which we inquired, not merely on account of the greater value and importance of the block, but by the circumstance that the transaction was between leading natives on the one side, and leading settlers on the other. Amongst the vendors were Karaitiana, his half-brother Henare Tomoana, and Tareha. The purchasers were a body of gentlemen of high standing and great influence in the Province of Hawke's Bay, some of whom were politically connected with the Minister for Native Affairs in power at the time of the negotiations for purchase. Such being the position and character of the purchasers, one ground of attack suggested by the advisers of the natives was, that political influence had been employed to compel or induce the vendors to part with their property. I could discover no trace of such an abuse of political power. Mr. Ormond was the gentleman particularly aimed at by this accusation. During the course of the hearing, the charge was partially withdrawn by Mr. Sheehan. My opinion is, that it had no foundation whatever. Mr. Ormond appears to have abstained from taking any part whatever in the negotiations for purchase. The refusal by Government of pecuniary assistance to Karaitiana on several occasions, cannot fairly be considered as intended to drive the native proprietors to a sale. Every Government is compelled to resist such applications, which, if commonly entertained, would become an intolerable burden on the Colonial Exchequer. As regards, in particular, the visit of Karaitiana to Auckland, in December, 1869, it would have been obviously improper in the Government to make advances on the security of the Heretaunga block after an agreement to sell it had been actually signed by Karaitiana and Henare. As to the other supposed occasions of the exercise of Government influence, the proof altogether failed.

Another purchaser was the Rev. Samuel Williams, a member of the well-known missionary family. It was insinuated that he had prostituted spiritual influence to secure a bargain. I was satisfied, first, that Mr. Williams became connected with the transaction at the particular request of Karaitiana, who was desirous that he should join Mr. Tanner in taking a lease of the block. Secondly, I found that Mr. Williams had at no time taken any part whatever in the negotiations for the purchase, but had left them entirely to Mr. Tanner.

Of such charges it may be said, that they are "easy to make, hard to prove, harder still to disprove." I can only state that there was nothing, in my opinion, which would justify suspicion that undue influence, spiritual or political, had been exerted. Of course, the known position of the purchasers may have exercised a tacit influence, as it is certain that natives will often deal with one set of persons whilst they will have nothing to say to others. In the present case, however, I do not doubt that if some stranger had made a higher bid for Heretaunga, Karaitiana and his brother would not have shown any respect of persons.

I may here take occasion to observe, that it is one of the drawbacks from the supposed advantages of what is called "direct purchase" from the natives, that leading settlers to whom the natives have been accustomed to look for advice and assistance become liable to the perpetual suspicion of interested motives in their dealings with Maoris. It used to be urged, that the Government, as purchaser of native lands, was placed in a false position. It appears fairly open to question whether, in getting rid of this supposed disadvantage greater evils have not been incurred.

Before proceeding to a more detailed discussion of the grounds of complaint, I must refer to that which, in this case as in many others, has been the grand cause of misunderstanding, dissatisfaction, and confusion. Mr. Tanner's evidence as to the passing of the block through the Court, is as follows: "I asked the natives if they intended to put the Heretaunga block through the Court? I understood from Karaitiana that he was anxious to do so, and to have himself appointed the sole grantee of the block. I had a discussion with Henare and Karaitiana on the subject, and urged that as there were a great many interests in the block they should have the full complement (ten) of grantees. Karaitiana said the land was his especially—he looked upon that block as his block, over which he would have, and had, the supreme control; and that he would not consent to have any other persons named as grantees if it gave them any authority or control in the block. I told him that was a question to ask the Judge of the Native Lands Court. He said he would; and did ask the question. I believe I was present. Mr. Munroe, I believe, was the Judge. Karaitiana asked the question of the Judge: if he were to allow other names besides his own to be included in the Crown Grant, whether that would give them any authority to sell or deal with the block in any way? Mr. Munroe's answer was, 'that one grantee could not sell without the consent of the remainder.' I recollect that distinctly as an answer given by the Judge. I believe that he spoke in Maori, and that some one sitting near translated it into English. Karaitiana understood, beyond any doubt, that no native would have any power to deal with it without his consent, and that of the remaining grantees. At that time no one understood what the position of grantees was. Then Karaitiana waived all objection to other names being admitted, and went outside, telling the Judge that they would have a talk about it amongst themselves—but acquiescing in the introduction of other names into the grant besides his own." This evidence substantially agrees with the statement made by Karaitiana himself in his letter to the General Assembly, dated 29th July, 1869. [*Appendix to Journals of House of Representatives*, 1869 (A. No. 22).] Henare Tomoana in his evidence gave the Commissioners some further details of what occurred. He said, "When the Crown Grant was ordered, the Court told us to go outside to arrange whose names should be in. We went outside—perhaps one hundred of us. We picked out those who were to be in the grant. I was selected as one. I was to look after my *hapu*." The witness then gave us the names of the other nine grantees: Tareha te Moananui, Karaitiana Takamoana, Waaka Kawatini, Manaena Tini, Paramena Oneone, Apera Pahoro, Noa Huke, Matiaha (deceased), and Arihi te Nahu. He also named sixteen *hapus* as interested

in the block and represented by the ten grantees. These *hapus*, he said, were all written down by him, and given to the Court. Therefore the Court must have certified in the form prescribed by the "Native Lands Act, 1865," [*see* the Schedule], that the ten nominees were "*owners according to native custom*" of the whole block. Without, it seems, any further evidence of the desire and intention of the actual owners that the native title should be extinguished in favour of the ten selected persons, a Crown Grant issued, bearing date 1st April, 1867. Now supposing that the Judge, or Judges, of the Court were right in the opinion, that the ten grantees must act together, like the trustees of a settlement, in order to effect a sale or lease of the property, such a proceeding as is described, though not perhaps warranted by the terms of the Statute, might have been harmless. But according to the opinions of the local lawyers, and it would seem of the legal advisers of the Government [*see* Instructions to Commissioners under the Fraudulent Sales Prevention Act, 1870], the immediate effect of the grant was to invest each of the grantees with full property in one undivided tenth part of the block—his share becoming liable at once to be taken in execution for his private debts. This result was not contemplated by any of the persons concerned. It led, as was to be expected, to an immediate break-up of the tribal property.

It was a prominent charge against Mr. Tanner, as the negotiator of the purchase, that he dealt separately with the grantees, instead of treating with the leading men as tribal representatives. This was to some extent actually the case; but as regards Mr. Tanner individually and the body of gentlemen whom he represented, I am well satisfied that this was done most unwillingly, and was a necessity of the position if they hoped to purchase at all—always supposing that the correct view has been taken of the legal effect of grants of this description. Other purchasers were in the field, and Mr. Tanner, it appeared to me, had no alternative but to purchase himself certain single shares that were in the market, or to see them acquired by a competitor.

Thus much having been said with reference to some of the more general objections to the purchase, it is now necessary to enter into the detail of the various transactions which resulted in the acquisitionof the block by its present owners. The first dealing with the block was a Maori lease to Mr. Tanner, some time in 1864. According to Mr. Tanner, the natives invited him to become the lessee. They demanded £600 a-year rent. After slightly examining the block, which was then in a very rough state, he agreed to these terms. At the particular request of Karaitiana, Mr. Samuel Williams accepted a share in the lease, partly on his own account, and partly on that of his relative, Mr. James Williams—the name of the latter gentleman alone being intended to appear as a lessee. Mr. Tanner was joined next by Captain Hamilton Russell; then by Mr. Ormond, Mr. Braithwaite, and Mr. Purvis Russell. It is not necessary to describe the arrangements by which others became interested in the lease. Although the original rent did not amount to 1s. an acre on that portion of the block which was included in the demise, there seems to have been so little eagerness to join Mr. Tanner in the lease that it could not have been thought at the time a great bargain. Messrs. Ormond, Braithwaite, and Purvis Russell, as well as Mr. Samuel Williams and Captain Hamilton Russell, were admitted as co-lessees without the payment of any premium. On the accession of Messrs. Ormond, Braithwaite, and Purvis Russell, the rent was raised to £700 a-year, and finally, on an extension of the area included in the lease, to £900 a-year. After the block had passed the Court a legal lease was granted, bearing date 24th April, 1867, for the term of twenty-one years, at the yearly rent of £1,250 for the first ten years, and £1,750 for the remainder of the term. This lease contained a clause, such as is usually inserted in leases from the natives within the district of Hawke's Bay, binding the lessors to pay at the end of the term for improvements at a valuation.

There can be no doubt that Karaitiana was strongly resolved against the sale of the block; but all claim on the part of the tribe being considered as extinguished by the Crown Grant, and the title of those even who were included in the grant being individualised, it could not be long before a breach was made in the native ownership of the block. The share of Te Waaka Kawatini was the first to fall into European hands. This old chief, though by no means deficient in natural intelligence, is far inferior in cultivation and in knowledge of pakeha ways of business to Karaitiana, Henare, and Manaena. Kawatini was at this time in a full course of extravagance, and according to his own account seldom sober. He was connected with a butcher named Parker, who procured goods for him and made him advances. About the end of the year 1868 he executed an extraordinary instrument, making over to Parker his interest in Heretaunga and several other blocks, in consideration of payments made for him by Parker, and of a life annuity of £360 per annum charged upon the land. Thereupon, Parker served Mr. Tanner with a notice to pay him (Parker) Waaka's proportion of the rent of Heretaunga. At first Mr. Tanner was disposed to treat this notice with contempt. "I laughed at the idea," he says, "believing that Mr. Munroe's opinion was correct. I went to Mr. Wilson, and asked him the question, if one grantee could sell his interest without the consent of the others? I understood Mr. Wilson to consider it doubtful. I then ascertained what the nature of the document was—the conveyance from Waaka to Parker. I considered the transaction on the face of it an improper one, and asked Mr. Wilson if anything could be done to upset it, as not fair to Waaka's heirs, and the remainder of his *hapu*. Mr. Wilson thought that he could, at all events, upset the deed; and to the best of my recollection sent for Waaka, and offered to do it. The suit was then commenced. [A suit against Parker]. When Parker saw that he was likely to be involved in a law-suit he came to me, and said the last thing he ever contemplated was the purchasing of a law-suit, and that rather than have anything to do with one he would hand over to to us [the lessees of Heretaunga] his position, on condition that we refunded to him his advances to Waaka. I said I would see Waaka, and told him what Parker proposed, and said, 'If you consent to that, and will sell to me your interest in Heretaunga for £1,000, take back from us your interest in all the other blocks, and stop the suit, I may do so.' He said he was quite willing to sell his interest in the Heretaunga, and his people would be quite satisfied if all the other blocks were returned to him. I asked him if he would go with me to his lawyer, Mr. Wilson, and state to him the proposal, and his wishes in respect to it. We went to Mr. Wilson, and told him of the proposal. Mr. Wilson said he had commenced a suit, and would not allow it to be stopped." After this, there was a good deal of rather angry discussion with Mr. Wilson. That gentleman absolutely refused to do any act to stay the proceedings, and at last Waaka dictated a letter, by which, in most unmistakeable terms, he dispensed with

Mr. Wilson's further services. No attempt was made by Mr. Tanner to prevent Mr. Wilson from influencing Waaka. Mr. Wilson himself reports one interview in which, through Mr. F. E. Hamlin as interpreter, he endeavoured in vain to impress on Waaka that he was not doing right in discontinuing the suit; and that Waaka's *hapu* and co-grantees were interested in having it carried on. "At last," says Mr. Wilson, "I told him that he should appear in person before the Judge of the Supreme Court, and assign his reasons [for wishing to abandon the suit]. He did not speak in very reverent language, but stated that he did not believe in Courts, and would not go before the Judge." Proceedings were then taken by Mr. Tanner and Parker, acting in concert, to have the suit put an end to. An affidavit by Mr. F. E. Hamlin was filed, verifying the Maori notice sent by Waaka to Mr. Wilson. The affidavit further stated, that Waaka refused either to appoint a solicitor in Mr. Wilson's place, or to appear in person, Mr. Wilson, on the other hand, filed an affidavit, stating that the suit had been instituted on the instructions not only of Waaka, but of his *hapu* and of Karaitiana, and expressing disapproval of the proposed compromise, and his opinion that Waaka was utterly incompetent to manage his own affairs. The Judge, however, made an order for discontinuing the suit. By the Registrar's note, under date 24th November, 1869, it seems that this order was moved for by Mr. Lee on behalf of the plaintiff (Waaka), although the same gentleman was at the time solicitor on the record for the defendant Parker. The parties then proceeded to carry into effect the terms of Mr. Tanner's proposal to Waaka. Waaka's share in Heretaunga was conveyed to Mr. Tanner and the other lessees; his shares in the other blocks were re-conveyed to him. His liability to Parker was discharged, and other debts of his, to the amount in all of £1,048 5s. 6d., were paid by the purchasers. Waaka had, it seems, to pay all the costs of the suit. I have no doubt at all that in this compromise Waaka was a willing agent, influenced unquestionably by the expectation of receiving in cash a portion of the £1,000, the price of his share of Heretaunga. In this he was disappointed, as his debts absorbed more than the whole amount.

In the part Mr. Tanner took, he was obviously pursuing his own interests. European lessees from the natives, not unnaturally, are averse to see shares in the reversion fall into the hands of other Europeans. They conceive that they have a species of pre-emptive right, and have good reason to expect difficulty in dealing with two or more sets of landlords of different races. The practice of transacting with individual grantees in such cases as the present is altogether against public policy; but in this instance it is apparent that Mr. Tanner was induced to come forward solely by the attempt of another person to acquire Waaka's interest. There is no reason to think that he would have taken the initiative himself. I find it impossible to say whether the bargain made was an advantageous one for the native. Many things would have to be taken into account in forming a judgment upon the question—amongst others the likelihood of success in the suit against Parker; the possibility, in the event of success, of recovering from that person the certainly heavy costs of the legal proceedings; also the possibility of providing for the payment of Te Waaka's debts. Looking only to the interests of Te Waaka himself, I consider it was by no means made out that the bargain was a bad one for him, and still less that it was an unconscientious one on the part of Mr. Tanner. Waaka recovered by it at once a very valuable property—only, it is true, to dissipate it immediately, but this result is one for which the purchasers of Heretaunga cannot be considered responsible. The share of the annual rent of £1,250 which Waaka was in the habit of receiving was £100. As the money market stood in 1869, £1,000 was the fair capitalization of this annual value.

The final completion of the purchase of Waaka's share did not take place until December, 1869; but earlier in the year other grantees were being dealt with. About this time Mr. James Mellis Stuart appears to have made some overtures for the purchase of the block. Mr. Grindell, a licensed native interpreter, was one of the persons employed by Mr. Stuart to negotiate with the natives. Mr. Grindell seems to have commenced operations with a proposal to buy the share of Apera Pahoro. Pahoro was residing at Pakipaki with another of the grantees, Paramena, a near connexion of his. Grindell took Pahoro off to a neighbouring public house, and there it appears that both parties got so drunk as to be unable to transact any business. Pahoro and Paramena declare that Grindell offered £1,100 for Pahoro's share, which was refused. Mr. Tanner says only £500 was offered, and that the reason no bargain was struck was as just stated. Pahoro is given to drinking, and was, it is stated, at this time ready to sell his share to any one, without standing upon the price. Mr. James Williams deposed to his belief, that any one might have bought it for £50. Mr. Tanner, taking the alarm, consulted with Mr. Wilson as to the possibility of tying up the share, so as to prevent Pahoro from disposing of it. Under Mr. Wilson's advice, deeds to be executed by Paramena and Pahoro were prepared, declaring that they held their shares in trust for their respective *hapus*, the members of which, or some of them, were named in the deeds. At the request of Mr. James Williams, Mr. Samuel Williams appears to have recommended the natives to execute this deed. No doubt it was to the interest of the lessees of Heretaunga to prevent other persons from buying up single shares in the block; but the same thing was very clearly the interest of the native owners also. The deeds were executed; but according to Mr. Tanner's evidence Pahoro persisted in endeavouring to dispose of his share. Being advised by Mr. Wilson that the trust deeds were a doubtful protection against interlopers, Mr. Tanner took a conveyance to himself and the other lessees from Pahoro; the two natives named in the trust deed as members of the *hapu*, joining as confirming parties. This deed expressed a consideration of £750, but only some small sums were paid, and it was fully understood that the conveyance was not to be acted upon until Karaitiana and Henare should consent to a sale of the block. This conveyance is dated 29th July, 1869. The actual completion of the purchase of the share was, as will presently appear, delayed for more than a year.

In the sevarious proceedings respecting Pahoro's share I find nothing like fraud on the part of Mr. Tanner and the lessees—always supposing that they did not prevent Pahoro from obtaining the best price for his share. Were it true that Mr. J. M. Stuart was ready to give £1,100, the lessees would not have been justified in using influence with an ignorant man to prevent his acceptance of a price greater than they themselves were prepared to offer, or did eventually pay. I do not however credit the fact that any such price was obtainable by Pahoro. He was the least considerable person amongst the grantees, so that any purchaser must (even as the law stood before the Act of 1869), have laid his account to pay a larger amount, and in some cases a far larger amount, for every other share; bringing up the price of the block to a sum much beyond what Mr. Stuart seems to have thought of offering.

Shortly before the execution of Pahoro's conveyance of 29th July, 1869, Mr. Tanner acquired the share of the well-known chief Tareha te Moananui, a member at one time of the House of Representatives, and a person of great consideration in the district. Tareha, like other large native land-owners, was at the time heavily in debt, especially to Messrs. Maney and Peacock, two storekeepers resident close to Napier, who had long supplied on credit the wants of himself and his people. Maney held an overdue acceptance of Tareha's for £1,000, and we may well believe was, as he told us, exceedingly anxious to see Tareha's debit balance reduced. Mr. J. M. Stuart had also entrusted Maney with funds for the purchase of any shares in the block the acquisition of which seemed likely to lead to its entire alienation by the native proprietors. Thus provided, Maney, acting in concert with Peacock, opened the subject with Tareha, and, according to his own statement, succeeded in obtaining from Tareha a written agreement for the sale of his share a month or two before he went up to Wellington to the session of 1869. It is, however, difficult to understand that any definite or binding agreement could have been then come to. No such agreement was produced, and soon after Tareha's departure Maney and Peacock followed him to Wellington, taking with them Mr. Martyn Hamlin, a licensed native interpreter resident at Napier, who was specially retained by them for the purpose. Before starting, Mr. Maney informed Mr. Tanner that Tareha's share was for sale; that he thought it fair to give the lessees the refusal of the share; but that if they were not disposed to buy, he knew another person who was ready to do so. Mr. Tanner declares that he hereupon consulted Henare Tomoana, asking if he thought he had better go to Wellington with Maney, so that, if Tareha sold to Maney, he should be there to get the refusal of the share. Henare replied, that he did not believe that Tareha would sell, but that Tanner had better go and purchase the share if he did. Accordingly Tanner started with Maney and Peacock, it being agreed that if they should sell Tareha's share to Tanner he should pay their expenses; if not, they should pay his. At Wellington, Maney and Peacock lodged at the Empire Hotel, and Tanner at the Metropolitan. The negotiations with Tareha took place at the former house, and Mr. Tanner carefully abstained from taking any part in the treaty for sale until informed by Maney and Peacock that Tareha had given his final consent. The whole party, including Mr. Martyn Hamlin, then met at the Empire Hotel, where it was arranged that Mr. Tanner should become the purchaser of the share at the price of £1,500, which was to be wholly paid to Maney and Peacock in reduction of their respective accounts against Tareha. The latter swore that £300 was to have been paid to him in cash. I think this was a notion which the chief has got into his head at some quite recent time, as Messrs. Tanner, Maney, and Hamlin all denied the existence of such a stipulation, and, had it existed, Mr. Tanner would scarcely have ventured to pay the full £1,500 to Maney and Peacock.

It will be seen that Mr. Tanner abstained, with somewhat marked scrupulosity, from interfering in the negotiations with Tareha. It is in evidence that he was well aware that it was objectionable to press Tareha to a sale whilst away from his people. Mr. Ormond and Mr. Samuel Williams, who happened to be at Wellington, and with whom he conferred on the subject, both advised him against dealing with Tareha. The account Tareha gives of his interview with Mr. Tanner, just after the conclusion of the agreement with the two storekeepers, shews the native feeling upon the subject:—"Tanner said, Have you finished your work with Peacock and Maney? I said, Yes; where is my strength here? You are killing me. He said, It is well; it is your own affair; you have consented." Presently the witness is asked, "Why did you consider their coming to Wellington a *patu?*" Tareha replies, "It was a murder *(kohuru)*, because I was living in another district, on another man's land, and they came there." Again, when asked, "Had you any of your people in Wellington whom you could have consulted?" he replies, "Do you think that is a place where my friends are to be found? It is only for the Pakeha, and the Ngatiawa. I had no friends there. I was alone."

Mr. Tanner does not admit that in his presence and hearing Tareha called the purchase a *patu*. He says that he asked Tareha whether he had any objection to sell down in Wellington? Tareha replied, that he had at first objected, but that he knew his people would be satisfied with what he had done and therefore was ready to sell. Mr. Tanner next asked, if he thought his people would consent to his sale? He said they would.

I have little doubt that the scheme of dealing with Tareha off his own ground was, on the part of Messrs. Maney and Peacock, one of those pieces of *finesse* which so often throw a shade upon transactions with natives. Mr. Maney had successfully adopted the same course the year before, when he went up to Wellington with Karauria to treat with Tareha about the sale of Waipiropiro. On his own land, at Wai-o-hiki, Tareha would no doubt have summoned his *runanga* of native advisers, and with the aid of Renata, Noa, and Te Muera, might have been strong enough to hold on to Heretaunga. Alone he felt unable to resist the urgency of his creditors.

Two circumstances save the transaction from condemnation. In the first place, Mr. Tanner stipulated for the consent of Tareha's people being obtained, and retained nearly £1,000 of the purchase-money until this was accomplished, and a confirmation of Tareha's deed, numerously signed, was obtained from his people. Secondly, I shall have to discuss more accurately the question of value, but, supposing the rental of the block to afford a fair basis of computation, the price paid to Tareha was adequate. Notwithstanding his high position, he never seems to have had anything like the same control over the block as Henare and Karaitiana. His usual share of the rent on the new lease was only £100 per annum. At this rate, £1,500 was quite as much as he could expect to get as his proportion of the purchase-money. Apart from the general objection to which all treaties for individual shares are liable, no prejudice to the natives seems to have accrued from a proceeding which in itself was decidedly a questionable one.

The transactions above stated left untouched *seven* out of the ten shares in the block—or rather, it may be said, left *eight* untouched, since the conveyance by Pahoro was not to be acted upon until Karaitiana and Henare should consent to a sale. In the last months of 1869 that time was drawing near. On Henare's starting with the Taupo expedition, in August, he was served with a writ by Sutton, for a storekeeper's account of £900. Returning from Taupo, in the beginning of November, Henare had, according to Mr. Martyn Hamlin, a conversation with Mr. Tanner, in which he volunteered to say that he thought Heretaunga must be sold to raise money to pay his debts. These at the time appear to have

exceeded £4,000. Mr. Tanner had no distinct recollection of this conversation, but stated that Henare was in the habit of applying to him for advances, saying you will get it all back when Heretaunga is sold. Karaitiana also was in debt, though not to the same extent as Henare. But on his attempting to leave Napier for Auckland, in company with Te Heu Heu, sometime about the end of November, he was served with writs at the suit of Messrs. Sutton and Knowles, to both of whom he was indebted. In consequence of this he put off his journey, and returned to his house at Pakowhai, eight or nine miles from Napier. This seems to have been the crisis. Mr. Tanner met him on his way back from the port, at the toll-gate, and a conversation took place, in which, according to Mr. Tanner, Karaitiana adverted to the probable necessity of selling Heretaunga, and agreed to send for Mr. Tanner if that should be determined upon. Mr. Tanner and Mr. F. E. Hamlin both deposed, that a few days afterwards they each received a message from Karaitiana asking them to come over to Pakowhai to settle the terms of a sale. This is denied by Karaitiana, who however admits that Mr. Tanner and he did meet at the toll-gate, that he expressed his intention of talking over with Henare and the others what was to be done about payment of the debts, and that Mr. Tanner did ask him to send for him if Heretaunga was to be sold. This conflict of evidence is only of importance in reference to the question, whether the proposal for the sale came first from the natives or from the lessees. Great stress was laid on this point on both sides, but it is really of no great moment. In the case of a sale by weak and ignorant natives, it might be some proof of fraud to show that the purchaser had taken the initiative, and had used strong solicitation. Karaitiana Takamoana is, however, a man well able to take care of himself in a bargain with any person whomsoever. Henare Tomoana and Manaena Tini, who both reside at Pakowhai close to Karaitiana, are likewise men of considerable intelligence; and, so far as a quick wit goes, quite capable of transacting their own business. All three are far more Europeanized than Tareha. I do not think, so far as any of these men are concerned, that it would make a difference in the case if Mr. Tanner and his interpreter had come uninvited to Pakowhai to bargain for Heretaunga. But as manifest eagerness to buy would, with these people, have only raised the price of the block, I think it highly improbable that Mr. Tanner did go to Pakowhai without an invitation from Karaitiana.

The negotiations occupied portions of three days, the subject being the sale of the whole of the remaining eight shares in the block. Whether or not Karaitiana and Henare had been empowered by the other grantees, excepting Arihi, to treat on their behalf, was a question strongly contested. Yet it signifies little, in my judgment, which way the point is determined, because it is clear that all, except possibly Noa Huke, subsequently made terms for themselves. The negotiations resulted in the execution on the third day (6th December, 1869) of a contract, bearing that date, purporting to be an agreement, by the undersigned grantees of the Heretaunga block, to sell to the lessees all the land then under lease to them, consisting of about 16,500 acres, for the sum of £13,500, £4,000 of which is expressed to have been already paid. Henare and Karaitiana alone signed this document. [*See* Appendix].

The £4,000 expressed to have been already paid, is explained on the part of the purchasers to have included £2,500 as the price of the shares of Te Waaka and Tareha, and £1,500 principal money secured on mortgage of the block to Mr. Neal—the purchasers having, after some discussion, agreed to take upon themselves the discharge of that incumbrance. The remaining £9,500 it was proposed to apportion as follows:—

	£
1. Noa	1,000
2, 3. Paramena and Pahoro	1,000
4. Manaena	1,000
5. Henare	2,000
6. Karaitiana	2,000
7. Successor of Matiaha (deceased)	1,000
8. Arihi	1,500
	£9,500

Henare gave a totally different account of the division of the sum of £13,500. As to the £4,000, he said that he never heard of it until the agreement was read in Court; and swore that, after payment of Neal's mortgage the remaining £12,000 was to be equally divided between himself and Karaitiana. This assertion was utterly denied by Mr. Tanner and Mr. F. E. Hamlin, and was also completely at variance with the evidence of Karaitiana. Karaitiana stated, over and over again, that he and Henare were to get £2,000 each, together with the annuities, which I shall presently have to mention. When this discrepancy in the evidence of the two complainants was pointed out to Henare, he could only say that Karaitiana was confused about it, and that it was he himself who did the talking. This part of Henare's testimony utterly discredited him as a witness with some of the Commissioners. It appeared to me that it had suggested itself to him to make the preposterous statement he did after he had heard the agreement read in Court, and perceived that Karaitiana and he were the sole signing parties. By his complaint he only demanded £500 as still due. Had his statement in Court been true, nearly £1,500 would have been owing to him.

Another point, on which much time was spent in taking evidence, requires only a brief notice. Karaitiana repeatedly denied that he had been a party to the proposed apportionment of the money amongst the eight grantees. He seemed to wish us to understand his position during the negotiations at Pakowhai as that of a mere looker-on, perhaps acquiescing in, but certainly not fully assenting to, what was being proposed by Mr. Tanner and agreed to by Henare. Apparently, he did not consider himself as having been bound by the contract of the 6th December, 1869, and desired that we should regard him as coerced into assent by subsequent proceedings. On the part of the respondents, the apportionment of the purchase-money was represented as the proposal of Karaitiana himself. Whether this were so or not, it is in either case clear, that Karaitiana was bound by the agreement just as much as Henare. He signed, I cannot doubt, fully knowing, or at least with full means of knowing, all that had been settled between Henare and Mr. Tanner.

A very important transaction accompanied the signing of the contract. According to the evidence of Mr. Tanner and Mr. F. E. Hamlin, when the apportionment was settled Karaitiana left the room, first whispering to Mr. Tanner, "You will have to do something more for Henare." Henare then went into his own accounts, and it soon appeared that his debts would absorb the whole of his proposed share of the purchase-money. After some further talk it was agreed that Henare should have an additional £1,500 paid by way of annuity, in ten yearly instalments of £150 each. The written contract was then drawn up and signed by Henare. Karaitiana now came in again, and was asked to sign. He sat down and took up the pen as if intending to do so, but threw the pen down again and went out. Mr. Tanner presently followed him, and found him in the verandah. After being promised an additional £1,000, to be paid in ten yearly instalments, Karaitiana returned to the room, and signed. In the contract no mention was made of these annuities, and it was an understood thing that they were to be kept secret from the other natives.

A few days after the signing of the agreement of 6th December, 1869, it became apparent that there was a hitch in the transaction. Karaitiana, under European advice, refused to sign the conveyance, and went to Auckland about the second week in December. One of the persons advising Karaitiana was a Mr. Beyer, a gunsmith, resident at Napier. It seems that Mr. Watt, a merchant, who had made heavy advances to the purchasers, offered money to Beyer to induce Karaitiana to sign. This bribe was very properly refused. Mr. Tanner disclaimed any previous knowledge of Mr. Watt's intentions. The temptations to use indirect means are very strong in all private negotiations with the natives.

During Karaitiana's absence, on 15th December, Mr. Cuff, the purchaser's solicitor, visited Pakowhai in company with Mr. F. E. Hamlin, to procure Henare's signature to the conveyance. Instead of signing at once, Henare proposed to attend for the purpose at five o'clock that evening at Mr. Cuff's private residence at Waitangi, which is only a short distance from Pakowhai. Mr. Cuff thinks that Henare felt a delicacy about signing before the other natives. He did not keep his appointment for that evening, but on the following day went over to Mr. Cuff's house, and there signed the conveyance. This deed was afterwards superseded by the conveyance of 22nd March, 1870.

Henare's account of the whole of the transaction differed widely from that of the European witnesses, Messrs. Tanner, F. E. Hamlin, and Cuff. His evidence was, that he was trepanned into attending at Mr. Cuff's house by the pretext that Mr. Cuff would show him a way to get rid of his debts. He was silent as to Mr. Cuff's previous visit to Pakowhai, and pretended that he was not aware that he was to be asked to sign the conveyance. Once at Mr. Cuff's, he was, according to his own circumstantial narrative, detained there against his will, and made to sign by a mixture of force and cajolery. It is exceedingly likely that Henare was unwilling to sign in Karaitiana's absence, and he may have shown unwillingness—though this is denied by the European witnesses. But Mr. Maning and myself gave no credit whatever to his account of the signing the deed at Mr. Cuff's. I do not disguise my own conviction, that his story was pure unmitigated falsehood. It would occupy too much space to give in detail the grounds of this opinion. They are, first, the weight of opposing testimony. True that none of the three Europeans can be regarded as an impartial witness, all being implicated in the accusation. But on the other hand, Henare's weight as a witness appeared to me, on independent grounds, to be very small. My next ground was, the inherent improbability of the story. On this head I can only refer to the notes of evidence. Last, not least, was the fact that it did not appear that any one had before heard of any such occurrence. Henare's written complaint, presented to ourselves, is silent upon the subject. So is his statement to Colonel Haultain. He there speaks of pressure brought to bear upon him, but evidently means no more than the ordinary pressure of creditors. He appears never to have hinted at the use of personal violence or bodily compulsion of any sort. I fully believe that he invented his story in Court, drawing on his imagination for the details as he proceeded in his narrative; just as a lively child will sometimes do, and with as little sense as the child of the immorality of falsehood.

The truth or falsehood of Henare's statement may have little direct bearing upon the questions at issue, seeing that he afterwards concurred with the other grantees in the conveyance of 22nd March, 1870. But belief that such a proceeding as he imputes to Mr. Tanner and his associates had actually been resorted to, would cast a shade on the whole series of transactions of which it formed a part. On the other hand, disbelief in Henare's story entails his utter discredit as a witness, and must cause the rejection of his testimony on every point where it is unsupported by other evidence.

About the end of December, Mr. Tanner, accompanied by Mr. Martyn Hamlyn, went to Waipukurau, the residence of Aribi, in order to settle about the price of her share. She is a married woman, and her share had been assigned to Messrs. Purvis Russell and J. N. Wilson, upon trusts for her benefit. Arihi is a person of considerable rank amongst the natives, being a relative of Henare Tomoana, and also of Te Hapuku. The portion of the purchase money which Karaitiana and Henare had agreed to allow her was, according to the evidence of Messrs. Tanner and F. E. Hamlyn, £1,500. The lessees were, however, obliged to agree to give £2,500. Ultimately they had to pay another £1,000 for this share, not to Arihi or her trustees, but to third persons. The circumstances under which this additional payment was made have no bearing whatever on the present case, nor can the sum of £3,500 actually paid for the share be taken as the measure of its actual value.

Messrs. Tanner and Martyn Hamlin, on their way from Napier to Waipukurau, called at Mr. Coleman's station, and meeting Paramena there, they obtained his signature, leaving the amount to be paid to him to be settled on the final completion of the purchase. On his way back to town Mr. Martyn Hamlin procured Pahoro's signature to the deed. Mr. Hamlin believes that nothing was said to him as to what money he was to get. Pahoro, on the contrary, swears that he was promised £1,000 for himself.

The next transaction was with Manaena. After receiving from Mr. Tanner (but without cashing it) a cheque for £100 by way of *douceur*, he, on several occasions, evaded Mr. Tanner and his interpreter when they visited Pakowhai to obtain his signature; either feeling, or feigning, reluctance to concur in the sale. Perhaps Manaena did not like to sign in Karaitiana's absence; perhaps he thought that by making a little difficulty he could secure himself better terms. He gave us the narrative of his ad-

ventures with a full sense of the humourous side of the affair, and no small power of satire. Once, it seems, he coyly took refuge in the branches of a willow-tree from the importunate advances of Tanner and Hamlin. There he remained concealed perhaps two hours, looking down on his pursuers. As he must weigh fully twenty stone, such a feat of agility would seem to indicate the pressure of some motive of extraordinary power. At another time he ran off to a house where the native chaplain of the pa was residing. The minister was occupying the ground floor; above was a room used as a powder magazine. In this upper chamber Manaena hid himself. Presently Tanner and Hamlin coming to the door, and asking if Manaena is not up-stairs, are assured by the clergyman that there is nothing there but powder. I report these matters trivial as they seem, because they appear to me to throw some light on the relations of the parties and the character of the transaction. At last Mr. Tanner, foiled for once, handed over the business of dealing with Manaena to Mr. Sutton, a genial creditor to whom he owed about £600. Mr. Sutton's prospects of getting this money paid depended on the sale of Heretaunga. Accompanied by Mr. F. E. Hamlin he went out to Pakowhai, and was fortunate enough to secure an interview. Sutton had informed Mr. Tanner that in his opinion what Manaena really wanted was some additional provision, such as Karaitiana and Henare were understood to have secured; and he went armed with power to promise £50 per annum for ten years. This proved at once effectual, though some minor difficulties occurred about the cheque for £100. Manaena signed the deed, and a perfectly amicable meeting was closed—Manaena says it was opened—by the party drinking a bottle of champagne provided by the vendor.

It seems to have been generally understood, that the purpose of Karaitiana's visit to Auckland was to lay before the Government the grievances of the natives of Hawke's Bay in respect to their land, and to obtain if possible money to pay the debts of himself and Henare, and their people. He states that he had an interview with Mr. M'Lean, at Auckland, when it was arranged that Major Heaphy should be sent down to Napier. But with respect to an advance of money by Government, Karaitiana got no definite reply from the Native Minister; nor, as it appears from Mr. Ormond's evidence, was any communication made to him, as the local agent of the General Government, about such an advance. When Karaitiana got back to Hawke's Bay he retired to Pakowhai where he remained, not visiting the town, in a state which the natives call "pouri" and the settlers "sulky." On public grounds it was thought desirable that Mr. Ormond should pay him a visit. That gentleman accordingly went out to Pakowhai, taking with him Mr. F. E. Hamlin as interpreter. Karaitiana, in the course of conversation, told Mr. Ormond that he had asked Mr. M'Lean to let him have money on Heretaunga, and inquired if Mr. Ormond had no funds for that purpose. Mr. Ormond answered, that he had heard nothing whatever on the subject from Mr. M'Lean, and that he did not think the Government would advance money in the way indicated, that is as a loan upon land. This was the only occasion, Mr. Ormond declares, on which Heretaunga was ever mentioned between himself and Karaitiana. The end of the conversation was that Karaitiana said he would come into Napier again.

Having taken legal advice as to his position, Mr. Tanner now determined on making a last effort to obtain Karaitiana's signature to a conveyance; failing which he decided to sue him for specific performance of the contract of the 6th December, 1869. Mr. Cuff, accompanied by Mr. Martyn Hamlin, was despatched to Pakowhai. They took out the deed of conveyance, a large sum of money, the amount of which is not stated but which must have exceeded £1,000, and a Supreme Court writ. There was a long conversation, which resulted in Karaitiana agreeing to come into town in a few days, and there accept payment of the purchase money and sign the deed. The writ was served, but in no offensive way.

The service of this writ, which named Mr. Ormond as one of the plaintiffs, may be the foundation of a statement made by Karaitiana that he ultimately consented to part with Heretaunga in consequence of a letter from Mr. Ormond. The supposed letter said, that if Karaitiana did not come into Napier, Pakowhai and all the houses, and the whole *kainga*, would be taken. Karaitianga said he had not been able to find this letter. The sending of any such document was absolutely denied on the part of Mr. Ormond and the respondents, and this charge was properly abandoned by the counsel for the complainants.

Six grantees, namely, Noa, Paramena and Pahoro, Manaena, Henare, and Karaitiana, a few days after Mr. Cuff's interview with the latter, met at Mr. Cuff's office in Napier, to receive the balance of the purchase money, and to execute a fresh conveyance which had been prepared—the deed which had been already signed by Henare and others being objected to on some technical ground by Mr. Wilson, as one of Arihi's trustees. The business occupied portions of either two or three days. Orders in favour of various storekeepers, to whom the grantees were indebted, were produced. Mr. Tanner's account current with Henare Tomoana was also gone into. According to the arrangement made at Pakowhai, the six grantees would collectively receive, or have credit for, the sum of £7,000. Against this were to be set their orders to storekeepers and others, and their debts to Mr. Tanner on account current. Altogether these amounted to £6,245 3s. 3d., which would leave a balance to be paid in cash of only £754 16s. 9d. Through some miscalculation, which Mr. Tanner was unable to explain, the actual cash paid was £2,387 7s. 3d., being an error of £1,632 10s. 6d. against the purchasers. The entire sum of £2,387 7s. 3d. was received by Karaitiana. None of the other six received anything in cash. The cheque for the balance was written out by Mr. James Williams, and laid on the table after the deed was signed. There was a pause; dead silence for a minute or two. Karaitiana then said, addressing the other natives, you have had your debts paid out of the money of Heretaunga. I shall take this, and pay mine! He then took up the cheque in the presence of them all. Mr. Tanner says that he expected Karaitiana would do so, because he had stated the day before that whatever the balance of the purchase money was, the purchasers must leave it to him to deal with.

The subjoined account exhibits the settlement with the six grantees. Included in the sum of £407 8s. charged against Karaitiana, is a sum of £100, cash received by him a few days before.

THE SIX GRANTEES IN ACCOUNT WITH PURCHASERS OF HERETAUNGA—23RD MARCH, 1870.

Dr.	£	s.	d.	*Cr.*	£	s.	d.	£	s.	d.
To orders and accounts deducted, on account:—				By shares of purchase-money as settled at Pakowhai, 6th December, 1869:—						
1. Noa	1,012	12	8	1. Noa	1,000	0	0			
2, 3. Paramena and Pahoro	941	10	8	2, 3. Paramena and Pahoro	1,000	0	0			
4. Manaena	799	0	0	4. Manaena	1,000	0	0			
5. Henare	3,084	11	11	5. Henare	2,000	0	0			
6. Karaitiana	407	8	0	6. Karaitiana	2,000	0	0			
	£6,245	3	3					7,000	0	0
Supposed Cr. balance paid in cash to Karaitiana	2,387	7	3	Supposed Cr. balance	2,387	7	3			
				True „ „	754	16	9			
				Drs. to error				1,632	10	6
	£8,632	10	6					£8,632	10	6

No objection was openly made to Karaitiana's appropriation of the entire cash balance. But immediately afterwards Paramena went out, and complained to Mr. Sutton about the division of the money. Paramena and Pahoro being in Sutton's debt, he immediately took up their case. Within ten minutes of the complaint made, not Karaitiana, but Mr. Tanner, received a notice from Sutton demanding an additional payment on account of Paramena and Pahoro. The claim was for £1,750, less the orders paid on their behalf. It was at first disputed by the purchasers, but ultimately compromised by an additional payment of £700.

Mr. Tanner had been in the habit of paying bills for and making cash advances to the principal owners of Heretaunga, and amongst the accounts deducted on the completion of the purchase were the following balances due to him:—

	£	s.	d.
On account-current with Manaena	142	4	6
„ „ Henare	781	4	0
„ „ Karaitiana	307	8	0

Mr. Tanner kept no regular cash-book, and was unable to support these accounts by a complete set of vouchers. But they were never disputed, and Mr. Tanner swore that they were examined in detail, and approved of by the parties accountable. Manaena (always the most candid of the native witnesses) distinctly admitted that his account had been gone into. Karaitiana would not deny the fact. Henare's replies were more doubtful on the point. But he admitted many items. On the whole I see no reason to doubt the substantial accuracy of the accounts.

The payments to storekeepers were all properly vouched, by orders drawn by the natives interested upon the purchasers. [*See Appendix.*]

The promise of annuities to Henare, Karaitiana, and Manaena, was kept secret from the other grantees. After Karaitiana had taken possession of the cheque for the balance of purchase-money, he and Henare retired with Mr. Tanner, Mr. James Williams, and Mr. Martyn Hamlin, into an adjoining room, where they had some private discussion on matters connected with the sale. Henare seems to have been the mover of this private conference; his purpose being to obtain from Karaitiana, through the influence of the Europeans, some further assistance for the discharge of his debts. It does not appear that the annuities were mentioned on this occasion. There was another matter, relating to the Karamu Reserve of 1,601 acres, on which, Karaitiana and Henare seem to have desired to make a private arrangement. They were anxious to exclude Tareha's people, Renata's (represented in the grant by Noa) Paramena, Pahoro, and Arihi, from any share in the reserve. This was one subject mentioned at the private conference. Arihi's trustees had objected to the conveyance of the reserve to Karaitiana and Henare, and it was necessary to make some new arrangement. Ultimately, other trustees were named, to whom the reserve was duly conveyed. It has been sub-divided, and is now in possession of the natives. We heard a great deal of evidence about it, but could discover no intelligible grievance.

The promised annuities seem to have been hitherto duly paid to Karaitiana, Henare, and Manaena. After making the first year's payments, amounting together to £300, Government annuities for the remaining nine years were purchased at a cost of £2,134—making altogether £2,434 disbursed on account of the annuities.

One of the grantees, Matiaha, being dead, £1,000 was retained for his share as had been arranged at Pakowhai. So soon as the Native Lands Court had appointed a successor, Rata te Houi and this man had signed a conveyance, the £1,000 was paid. Karaitiana was present. He picked up the cheque, and told Rata that he would keep half, and give Rata half. "The man," said Mr. Martyn Hamlin, "seemed quite happy and contented over it."

The subjoined account shows, as nearly as we were able to ascertain it, the total amount paid to natives for the block. The account compares the payments to each with the sums allotted, or estimated, at the time of the contract for sale of 6th December, 1869. The duty payable to Government and the expense of interpreters are also included as charges virtually falling on the vendors:—

PURCHASE MONEY OF HERETAUNGA BLOCK.

	Allotted at Pakowhai.	Actual Payments.
	£	£ s. d.
1. Noa	1,000	1,012 12 8
2, 3. Paramena and Pahoro	1,000	941 10 8
4. Manaena	1,000	799 0 0
5. Henare	2,000	3,084 11 11
6. Karaitiana	2,000	2,794 15 3
Totals	7,000	8,632 10 6
7. Matiaha's successor	1,000	1,000 0 0
8. Arihi	1,500	2,500 0 0
9. Tareha	1,500	1,500 0 0
10. Waaka	1,000	1,048 5 6
11. Neal's mortgage	1,500	1,500 0 0
Total purchase money as agreed at Pakowhai	£13,500	
12. Paramena and Pahoro (additional)		700 0 0
13. Annuities		2,434 0 0
14. Duty, and Interpreters (say)		2,000 0 0
Actual total		£21,314 16 0

Having now stated the main facts of the case as established in my judgment by the evidence taken, it remains for me to complete the expression of my opinion on the several complaints relative to this block.

In the eyes of the natives, of all the objections to the purchase the two most prominent, without doubt, are that single shares were separately negotiated for, and that the pressure of their debts was taken advantage of to drive the owners to a sale.

As to the first of these objections, it sufficiently appears (as I have already stated) that the lessees of Heretaunga are not answerable for the separate alienation of their shares by Te Waaka and Tareha. The real grievance (if any) is in the state of the law, or in the mode of its administration, which placed those chiefs in a position to incur separate liabilities affecting their shares.

The same observation partly disposes also of the second objection. It is not disputed that Henare and the other owners were justly indebted; so that if the law has been correctly interpreted, their shares might have been taken in execution and sold by the sheriff. There is no evidence whatever that any unfair pressure of creditors was brought to bear by Mr. Tanner or his partners. They seem simply to have stepped in to buy what must inevitably have been sold to some one, and was worth more to them than to others. Always supposing that the price paid was a fair one, I hold, that no illegitimate or unconscientious use was made of the state of indebtedness of the vendors.

Many natives have not as yet fully realized what pecuniary responsibility is, and fancy themselves wronged when made to pay their just debts. Like children, they would eat their cake and have it. Especially they feel aggrieved when, having been driven by their own thoughtless extravagance to part with their land, they see the possessions of their ancestors a source of wealth in the hands of the Pakeha, whilst the perishable commodities which they have received in exchange have long ago disappeared. Such feelings are perfectly natural. Their inevitable occurrence, and the political danger to which they may give rise, ought to be taken into consideration in all legislation on the subject of native territorial rights. But obviously, they can form no ground for impeaching a fair transaction between individuals of the two races.

It is proper to state, that the evidence we took in this and other cases tended to show that the natives of the Hawke's Bay district have been hitherto, in general, safe payers. Mr. Sutton spoke very highly in this particular of Manaena, and stated that with Tareha also he had had large dealings without any cause to complain; but of Karaitana and Henare Tomoana he stated, that he had never got payment of an account from either of them without threatening proceedings.

The next objection I shall notice, arises out of the concealment from some of the other vendors of the annuities granted to Karaitiana, Henare, and Manaena. Had Karaitiana and Henare occupied the position of ordinary agents for the other vendors, this objection would have seemed to me exceedingly formidable. Looking at the question, as we are bound to do under our Commission, simply as one of good faith, it would be impossible, in the case of an ordinary agent for sale, to contend that it was conscientious on the part of a purchaser to pay him a *douceur*. A bargain induced by a bribe to the agent would, I presume, be held bad in any Court of Equity. It is true that the legitimate domination of a native chief is a very different thing from the derived authority of any agent known to jurisprudence. The moral position of a buyer from the natives who allows a term in his bargain to be kept secret from the tribe, is not the same as that of a person who bribes the European agent of the opposite party. Still, had the evidence satisfied me that the other grantees had put themselves entirely into the hands of Karaitiana and his brother, I could not have approved of a transaction which concealed from those interested the real terms of the contract, and allowed the two chiefs privately to appropriate a large part of the purchase-money. But I do not think that any such case of agency was established. I have no doubt that the grantees, except Tareha, Waaka, and Alice, were to a certain extent acting together, Karaitiana and Henare being entrusted with the preliminary negotiations. But each grantee seems to have reserved to himself the right of objecting, if the terms offered to him individually did not suit him. I was much struck by the evidence on this head of Mr. Samuel Williams (*see* his cross-examination);

evidence given most fairly, and no doubt supposed by him, if he thought at all about it, to bear against the purchasers; given, at all events, quite without reference to this question respecting the annuities. For as regards the agency of Karaitiana and Henare, the position of each party seemed to me the reverse of that which its own interest required it to maintain; the complainants strenuously denying the agency, whilst the respondents as strenuously maintained its existence. My conclusion then is, that each grantee must be deemed to have made his own separate bargain. It has been seen that this was clearly the case with Manaena. The cases of Paramena and Pahoro were similar; they made their own terms, and Mr. Sutton, the agent through whom they finally agreed to the sale, was fully aware of what had been done for the three annuitants. The trustees of Arihi, again, drove a bargain for themselves; and as to the share of Matiaha, it is evident that it was virtually in Karaitiana's hands to deal with as he pleased. These considerations dispose of all but the case of Noa Huke; and seeing that he repudiated in Court the agency of Karaitiana and Henare, that he is an educated native (being an ordained minister of the Church of England), and that he represents quite a distinct section of the tribe from Karaitiana and Henare, I am of opinion that he too must be supposed to have acted independently, and to have given his consent on his own judgment that he was getting an adequate price for his own share.

I now have to deal with another point of some difficulty, arising out of the relations established between the purchasers of Heretaunga and the licensed native interpreters of the district.

It is almost superfluous to observe, that under the 32nd section of the "Native Lands Act, 1867," amending the 74th section of the Act of 1865, conveyances or contracts by a native vendor require attestation by a licensed interpreter, whose duty is to explain the instrument to the native executing. There were at the time of these transactions four licensed native interpreters practising in the province of Hawke's Bay: the Government interpreter, Mr. F. E. Hamlin, his brother Mr. Martyn Hamlin, Mr. Grindell, and Mr. Worgan. It is obvious that persons in this position will be likely to possess special influence through their familiarity with the Maori tongue, and their acquaintance with leading natives. There is no prohibition against their acting as negotiators as well as interpreters; and previously to the regulations of 7th October, 1870, they might even have acted as interpreters in transactions negotiated by themselves. The two Messrs. Hamlin were regularly employed by the lessees of Heretaunga as their intepreters, Mr. F. E. Hamlin being allowed by the terms of his engagement with the Government to take private business. Mr. Grindell, it has been seen, was for a time acting as a negotiator for Mr. J. M. Stuart. Some time after this, Mr. Tanner engaged to pay Mr. Grindell £50, in consideration of his agreeing to abstain from doing anything to interfere with Mr. Tanner's pending negotiations for the block. Mr. Worgan, the fourth interpreter, was never employed by, or under any engagement with, the purchasers of Heretaunga.

The regulations of 7th October, 1870, now expressly oblige a licensed interpreter to act for anyone who tenders him his proper fee. But even before the issue of these regulations, I conceive that it would have been highly improper, and probably illegal, to contract with an interpreter for the exclusive use of his services as such. A purchase effected or facilitated by such a device, narrowing as it must tend to do the market of the native vendors, could not be supported, at all events in a court of conscience. It was proved however, incontestably, that though Mr. Grindell himself conceived that he was bound by his contract with Mr. Tanner to abstain from acting as interpreter for anyone else, Mr. Tanner had no such understanding of their agreement, and actually set Mr. Grindell right upon the subject—so that I must regard the bargain made as meant only to prevent Mr. Grindell from undertaking any adverse *negotiation* for the block. Thus viewed, I do not think that the proceeding was against good conscience. Anyone who can at all express himself in Maori may be an effective dealer with the natives. The lessees neither did nor could prevent access to the natives by many persons fully competent to transact business with them.

The purchase having been effected before the promulgation of the regulations of 7th October, 1870, came into force, there was no rule expressly interdicting licensed interpreters from acting as such in transactions which they had themselves negotiated. But the union of functions is so obviously improper, that in any case of doubt the fact that the interpreter of an agreement had also been its negotiator would form a strong ground for questioning the fairness and completeness of the interpretation. It was denied that the Messrs. Hamlin had ever acted as negotiators in the treaty for the purchase of Heretaunga. I am however inclined to think, that they must be deemed to have acted in that capacity on some minor occasions. Why, for instance, as Hikairo asks, was Martyn Hamlyn taken up to Wellington at great cost by Maney and Peacock, unless because his personal influence was wanted to overcome the wariness of Te Moananui? It must have been supposed that he, better than any interpreter at Port Nicholson, would be able to prevail on the doubting chief to part with Heretaunga in the country of the Ngatiawa and the Pakeha. But perceiving Mr. Tanner to be thoroughly convinced that no one could do his business for him nearly so well as he could do it himself, I formed the opinion, that the Hamlins had in general played, as Mr. Tanner declared, only the part of interpreters. It was in evidence, however, that there was an agreement for their remuneration by a lump sum of £300 in the event of success. This sort of arrangement is thoroughly inconsistent with the position of perfect impartiality, of absolute indifference, which alone suits the character of interpreter. It is a circumstance which would have strongly affected my mind had there been the least reason to doubt that the sellers understood the terms of the contract they were entering into. But, in my judgment, there was not any ground for such a doubt.

One special influence seems to have been at work in favour of the lessees of Heretaunga, which must certainly have tended to prevent free competition for the block. There was apparently a feeling amongst the native dealers and interpreters, that this influential body of gentlemen had a species of tenant-right over the block with which it would be unhandsome to interfere. Thus we find Mr. Maney preferring Mr. Tanner to Mr. Stuart, avowedly on this ground. Mr. Worgan assigned a somewhat similar reason for his refusal to act as Mr. Stuart's agent. I think there must also have been a tacit understanding that the lessees of Heretaunga, if they became the purchasers, would facilitate the payment of the accounts of the storekeepers out of the purchase money.

On purchases by Government it has been, we were informed, the invariable practice to hand over the money to the natives, only giving notice to their creditors of the time and place of payment. This,

if practicable, is the safer course for the purchaser to pursue, though it may not be most beneficial to the natives, who are said to have been sometimes beset by their creditors at the doors of the building in which they have received payment. A deliberate and business-like settlement beforehand is preferable to a mere scramble, such as may be expected to take place upon the other system. It must also be remembered that in purchases under the Native Lands Acts, it will often be found necessary for purchasers to come to an understanding with creditors, who may otherwise stop a sale by registering judgments against the land. In the present case, it appeared that Sutton had actually threatened to take this step against Henare Tomoana. These considerations prevent me from giving weight to the complaint, that the whole purchase money was not placed in the hands of the native vendors. Heavily indebted as they were, they had no right to expect this to be done; nor does it appear that any exception was taken at the time to the payments made to storekeepers.

The great personal advantages in the market possessed by the lessees, would, doubtless lead a Court of Equity to scrutinize with some severity the adequacy of the consideration paid for the block. Except as reducing the price, the exertion of influences such as I have just been noticing could, however, give rise to no objection. The final question thus led up to is, whether the block was actually purchased at an undervalue?

We took a great deal of evidence on this subject. The strongest testimony in favour of the complainants was perhaps that of Mr. Tiffen, late Commissioner of Crown Lands and Chief Surveyor. He was of opinion that the block, if in hand, and cut up into lots, would have fetched an average price of £3 or £4 an acre. I understood the witness to be speaking of a Government sale. A neighbouring block, Papakura, in a somewhat more accessible position, containing 3,363 acres, was bought by Government in 1868 for £9,500. Hikutoto, a smaller block, still more in the line of traffic than Papakura, was likewise purchased by Government in 1869 for £2,600. These seem to have been special arrangements under which the local Government stepped in, at once to relieve the pressure for small holdings close to Napier, and to secure to the native owners the benefit of a Crown sale. The Government outlay was barely reimbursed by the sales. The Papakura sections averaged a little over £3 per acre. The price paid by the purchasers of Heretaunga for that block was only about £1 6s. 8d. an acre.

But the force of this comparison is detracted from by several weighty considerations. In the first place, it is generally felt and believed that a title taken directly from natives is a precarious one, liable to all sorts of dangers, doubts, and questions, from which a purchaser through the Crown is secure. The proceedings before the present Commission are a practical proof that this notion is not wholly without foundation. No doubt it seriously affects the value of native lands. The witness whose evidence I have just been citing, an old settler, and apparently an exceedingly prudent person who has had extensive dealings in land within the province, informed us that he had himself never yet purchased from the natives because he was afraid of the title. In the next place, Mr. Tiffen's estimate was of the value of the block *in hand*, and, as I understood, held by the Crown—but at any rate of the block in hand. He was questioned as to the value of the block encumbered with the lease granted by the native owners in 1867. He replied at first by saying, that he never would (if owner) have put himself in such a position, and never should have thought of selling in a block; and then went on to state the obvious principle, that the block, if subject to a long lease, would be worth a number of years' purchase of the rental, dependent upon the current rate of interest. There is no doubt at all that Heretaunga was let at a low rate, but the lease seems to have been thought at the time no great bargain, and the transaction was unimpeached before us. If the lease be allowed to have been a valid transaction, it seems an inevitable conclusion that the price given for the reversion was adequate, being fully thirteen years' purchase of the average rental for the then unexpired residue of the term. It appeared that Mr. Stuart's bid for the block was only £12,000, and although he might, and probably would have increased his offer, there is no reason to think that he would have given more than the price obtained; and very good reason to think the contrary.

A third argument used before us by the respondents on the question of value, was derived from the character of the block itself. The evidence of Mr. Ormond, Mr. Tanner, and Mr. James Williams, which on this as on other points appeared to be given with perfect candour, showed that one-fourth of the block at the time of the purchase was swamp, and about 1,500 acres shingle-bed. Of this last, however, 1,000 acres is excluded from the purchase. The testimony of the same gentlemen, and of Mr. Tiffen, showed that there is some inferior land in the block; but it was not denied that a large proportion is excellent agricultural land. The state of the block, at the time of the lease in 1867, was much rougher than that of Papakura and Hikutoto at the time when those blocks were bought by Government. On the whole, this part of the evidence did not convince any of us that Heretaunga is at all worse than the average of the noble plain of which it forms a part, and which also includes the Papakura and Hikutoto blocks.

In the course of the evidence as to value, our attention was called to the fact that Karaitiana, some time before the sale of Heretaunga, had disposed of 400 acres, part of the adjoining Pakowhai block, at £10 an acre. This shows that he was fully aware of the great value of land in this neighbourhood. The high price obtained for this particular piece is explained by the fact, that it consisted of fenced paddocks, in English grass, forming, according to Mr. Ormond, the best piece of grass land that he knows of in New Zealand.

Reverting to the effect of the lease of 1867 on the value of the reversion, I do not doubt that Mr. Tiffen is perfectly right from his point of view in treating the lease as a most improvident transaction. It would have been such on the part of any owner who regarded his land, as most settlers do, as a mere marketable commodity. But it must be recollected that in 1865, and even in 1867, the native owners of Heretaunga meant to retain the block, and such being their intention it is far from certain that the execution of the lease of 1867 was not in itself a very reasonable act on their part. The lease must, however, have immensely diminished the selling value in 1870, very likely to the extent of one-half, and its existence constitutes my chief reason for holding, as I do, that the price obtained was fully adequate.

There were certain other objections to the purchase, of which, as affecting nearly every purchase from the natives in the Hawke's Bay district, I reserve further notice for my general report. I refer to

the objection that the payments to storekeepers were in part for spirits supplied, and the objection [*see* Complaints Nos. 133 and 134] that the interest of outsiders was disregarded.

On the whole, I am of opinion that the complainants failed to establish either their particular complaints, or any other ground for impeaching the good faith of the transaction.

In explanation of the circumstance that the Commissioners have reported separately upon this important case, I beg to state that, during the short time after the close of the case which, before separating, the members of the Commission were able to devote to personal conference thereon, we found that there was likely to be a difference of opinion between the European and native members of the Commission. We therefore determined to accept that state of things without further discussion, which could only have been carried on by letters. On such a subject it is next to impossible that the genuine opinion of natives can be coincident with that of Europeans; and it appeared to us highly desirable that the Houses of Assembly should have before them, if possible, the pure judgment of native minds; and that the European Commissioners also should be absolutely free to express themselves from their own point of view. As regards Judge Maning and myself, our views will be found to agree as regards the particular case, but on some of the general questions involved there is a certain divergence of opinion.

C. W. RICHMOND.

VIDE.—Mr. Commissioner Maning's separate Report on this case.

REPORT ON CASE No. XIV.

COMPLAINTS NOS. 18, 30, 48, 74, 82, 101.—*Ex parte* WAAKA KAWATINI, PAORO TOROTORO, AHERE TE KOARI, HENARE TOMOANA, PENE TE UA, KARAITIANA, RAIHANIA *(Ohikakarewa)*.

The subject of these complaints is a block of land containing 1,520 acres, on the lower part of the Ngarurоro, adjoining the Pakowhai and Heretaunga blocks. The Crown Grant is to ten persons, including Tareha te Moananui (the principal chief of the district), Karaitiana Takamoana, and the complainants Kawatini, Torotoro, and Ahere te Koari. The complainant Pene te Ua, under the name of Mamairangi, is also one of the grantees. This purchase, like that of the Petane and Pahou blocks, was made through the agency of Mr. Maney, and settled for by him, as he states, in account-current with the different grantees. The purchase only comprises eight of the ten shares; those of Karaitiana, and of a deceased person nearly connected with him, being outstanding. The prices paid for the different shares varied:—For the share of Heremia Hunahuna, the first purchased, £300 was given. Tareha insisted upon receiving, and was paid, an equal amount. For the other shares the prices ranged from £120 to £150.

Foremost amongst the complainants (Nos. 18 and 30) are the two old chiefs, Kawatini and Torotoro. They are large land claimants, and, having come forward at the earlier Lands Courts, their names are in many grants. On the issue of certificates in their favour, credit was freely given to them at the various stores. They acted with the folly and improvidence to be expected in persons suddenly put in possession of individual rights of great pecuniary value, for the exercise, or even for the proper conception of which, no previous training had in the least degree prepared them. They now appear complaining of every sale they have made—Kawatini, the elder and less civilized man, uniformly denying his execution of the deeds of conveyance to which he is proved to have put his cross. In this case, as in those of the Pahou and Petane blocks, we could make nothing of their complaints, except that they had received payment in goods and not in money, a considerable proportion of the charges against them being for spirits.

Ahere te Koari (No. 48), as in the case of the Petane block, admitted that his complaint was a mere experiment upon the Commissioners.

Pene te Ua, an intelligent young man belonging to the more advanced class of natives, disputed Maney's counter-account against him. On this we reserve our observations, proposing to report separately on Maney's accounts. The other grounds of complaint on Pene's part appeared to us not to be made good. Raihania (No. 101) is quite a young man, not named in the grant. He acts as the scribe of Kawatini and Torotoro. His grief was the usual one of outsiders—the improvident alienation by the grantees of the ancient possessions of the *hapu*. Karaitiana Takamoana took high ground and a high tone. He insisted on the ancient prerogative of the chief, claiming Ohikakarewa as a "*rahui*" of his own, and totally ignoring the operation of a Crown Grant in extinguishing the native title. It was however evident, on his cross-examination by the Commissioners, that in the case of Pakowhai, which is a very valuable block adjoining Ohikakarewa, and granted to himself alone, he took a different view of the effect of a Crown Grant. His Maori title to Ohikakarewa was, he pretended, superior to that of Tareha, a man certainly better born than himself, and reckoned the highest chief in this particular neighbourhood. He said that he had put Tareha into this grant. Tareha was not in Court whilst Karaitiana was giving his evidence. Karaitiana's protest against this sale illustrates some of the difficulties attending the introduction of individual titles amongst a people scarcely prepared to receive them.* We report it accordingly, but to admit its principle would be to nullify the Native Lands Acts, and probably to ruin a large number of *bonâ fide* purchasers in this province. The complaint of Henare Tomoana which was conjoined with Pene te Ua's (No. 74), was in the same strain as that of his brother Karaitiana.

Assuming Mr. Maney's account to be correct, he has paid or credited for the eight purchased shares in this block £1,370—not an inadequate price if we consider the risk and difficulty which must always attend the purchase of the undivided shares of natives, and the circumstance that this block is swampy

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* I do not think Karaitiana believed in his own protest.—F. E. M.

in character, and that it lies in a former bed of the Ngaruroro, which has actually been resumed by the river since the purchase.

£1,260 was actually paid by the purchaser to Mr. Maney, who in this case seems to have disbursed £110 more than he received.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XV.

COMPLAINTS NOS. 19 AND 61.—*Ex parte* WAAKA KAWATINI, PAORA TOROTORO *(Waikahu Block)*.

Kawatini's complaint in this case (No. 19), turned out to be a total misconception. Waikahu is divided by the southern road from Napier into two portions. Waaka admitted that he had sold his share in the smaller portion, next to the Waitangi creek. To his share in the other part of the block no one pretended a title.

Torotoro's grievance (No. 61), was equally imaginary. He had agreed to sell his share in the larger portion of Waikahu for £300. Of this sum nearly £100 had been paid to him. The balance is retained until the certificate of the Commissioner, under the Fraudulent Sales Prevention Act, can be obtained. This is delayed through difficulties in the title, caused, it appeared, by Torotoro himself.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XVI.

COMPLAINT No. 20.—*Ex parte* WAAKA KAWATINI *(Upoko o Pouto)*.

Waaka Kawatini claimed two pieces of the Upoko o Pouto block, (Meanee Spit) as having been excepted from his conveyance of the block to the Government in 1866, We found that a reserve had actually been stipulated for by Waaka in his original agreement with Mr. M'Lean for the sale of the block; and that this was afterwards given up in consideration of an increase of £20 in the purchase money. The conveyance is of the whole block. There was no evidence of any other reserve having been ever made or mentioned.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XVII.

COMPLAINTS NOS. 21, 22, 31, 32, 34, 35, 94.—*Ex parte* WAAKA KAWATINI, PAORO TOROTORO, HARE NGAWHAKAKAPINGA, PAORA KAIWHATA *(Omarunui, No. 2)*.

The only question raised on these complaints was as to the inclusion in the sale of the block to Messrs. Neale and Close of a portion called by the complainants *Kopuaroa*. The block, which contains altogether, inclusive of river bed, 225 acres, was divided into two paddocks by a straight fence. The smaller paddock, containing eighty-two acres, is what is called "Kopuaroa." There are four grantees of the block; three of them are complainants. Paora Kaiwhata (No. 94) is not a grantee.

It appeared that the larger paddock had, prior to the sale, been leased to Messrs. Neale and Close, but that in the course of 1869 they had taken conveyances of the several shares in *both* paddocks. The plans on the deeds, and the acreage stated in the parcels, made it clear that the several conveyances included the whole of the block comprised in the Crown Grant, and there called Omarunui, No. 2. The only question was as to the understanding of the natives. On this point we have, first, the declaration of Mr. Grindell, which on the point in controversy is explicit. Mr. Grindell was the interpreter who attested all the conveyances, and he states, in the most positive way, that the native grantees, after discussion, agreed that Kopuaroa should be included in the sale. Mr. Grindell's testimony is confirmed by a Maori document, dated 8th October, 1868, with Te Waaka's mark to it, and the signatures of Hare and Te Awapuni, which appeared to be an agreement to sell both paddocks. Lastly, the occupation of the block has, ever since the sale, been in accordance with the deeds. Kaiwhata, who had been occupying the smaller paddock, was, after the purchase, requested to quit possession. This he did on being paid for his improvements. Torotoro's son, Hare, at first resisted occupation by the purchasers and threw down the gate of the smaller paddock, but on proceedings being taken in the Supreme Court he relinquished further active opposition.

Messrs. Neale and Close are storekeepers carrying on business at Napier, and the land was taken in satisfaction of balances on account-current with the grantees of the block. Messrs. Neale and Close produced their books, but, as no item was objected to we did not examine the accounts.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XVIII.

COMPLAINT No. 25.—*Ex parte* AHIPENE TAMAITEMATE *(Orangitirohia)*.

This complaint related to a piece of land at Wairoa, sold to Dr. Ormond, Resident Magistrate of the district. It is one of the terms of sale that a woman named Taraipine, one of the grantees, and her children, should have a personal right of occupation over four or five acres of the land conveyed. The transaction was inquired into and approved by Mr. Commissioner Turton, under the Fraudulent Sales Prevention Act. Taraipine is dead, and the question raised by her husband, the complainant, was as to the terms of the reservation. On referring to the registered copy of the deed of conveyance, we found that a memorandum had been appended, signed by Dr. Ormond, containing an agreement by him to allow Taraipine and her children to occupy, during their lives, the piece of land in question. The husband disputed this limitation of the interest, and claimed (we presume on behalf of the children of Taraipine) an absolute estate.

It appeared from Mr. Turton's evidence, that the question of the reserve had been raised and discussed by the natives, and that he had himself drafted the added memorandum, and, as he conceived, fully explained its effect to Taraipine, and also, separately, to her husband. The subject is one on which misunderstanding might easily arise; but under the circumstances, Taraipine herself being dead, we felt bound to suppose that the public officer entrusted with this particular duty had in the present case effectually performed it.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XIX.

COMPLAINTS NOS. 27, 45, AND 171.—*Ex parte* PAORA TOROTORO, AND REWI HAUKORE *(Moteo* or *Omarunui, No. 1)*.

The block in question on the Tutae-kuri, about ten miles from Napier, contains 3,573 acres, and was granted on 14th July, 1866, to the two complainants. This is another of the numerous class of cases in which a heavy debit balance on account-current with a storekeeper has been adjusted by the creditor purchasing the land, after having first for a short time held a mortgage over it.

Paora's complaint as originally presented, was as usual exceedingly vague, merely desiring inquiry into the terms of the sale, or, as he called it, the mortgage, by which he parted with the land to Mr. Sutton. Rewi complained that he had been promised £300 as his share of the purchase-money, but had received only goods and spirits. Subsequently, a new complaint was lodged by Paora, no doubt under the advice of Europeans, by which the validity of several transactions with Sutton respecting the land was formally impeached. On the hearing, however, Mr. Sheehan, who appeared as counsel for the complainants, stated that he was not instructed to impeach the title of the purchaser under Mr. Sutton. Our inquiry, therefore, became ultimately limited to an investigation of the state of the account-current of the complainants with Mr. Sutton.

It appears that Paora's account commenced in September, 1867, and at the end of the first year the Dr. balance did not much exceed £150; but in October, 1868, Paora applied to Mr. Sutton for advances to enable him to build and furnish a house. To secure these advances a mortgage was executed, dated 5th October, 1868. By March, 1869, the balance against Paora, in consequence of large cash advances made by Sutton, had increased to nearly £1,300. To adjust this balance, Paora agreed to sell Moteo to Sutton for £2,500. £1,200 was to be placed at once to Paora's credit in account; the remaining £1,300 was made payable by two instalments, viz., £300 on 1st April, 1869, and £1,000 on 16th March, 1870. Before the latter date the whole purchase-money had been absorbed by the account, Paora having spent, through Sutton, in round numbers, about £2,400 between October, 1868, and October, 1869.

We had the accounts examined by Mr. Witty; they seemed to have been fairly kept, with the exception of a charge against Paora of £100 for "interest and deeds." The reduction of this item, together with some other proper adjustments, would make a difference in Paora's favour of about £60, less the cost of the mortgage deed, with which (not with the cost of the conveyance) he is chargeable.

Paora's counsel was allowed to inspect Mr. Sutton's books; he challenged no particular item; we therefore did not require affirmative proof from Sutton of the items of an account now three or four years old.

As to Rewi Haukore, it was shown that he had received goods to the value of £231, which amount was debited to Paora's account, Paora having been credited with the whole purchase money of the block. Mr. Martyn Hamlin deposed, that Rewi asked for £300 as his share of the purchase money, and was told that he should have that sum if he could obtain Paora's consent to his receiving it. According to Mr. Hamlin, no absolute promise of £300 was made to Rewi. Rewi admitted that he had tried to get Paora to accompany him to Sutton's to arrange the amount of his share, but Paora either would not or could not come. It was plain that Rewi was quite subordinate in the grant to Paora, and considered himself bound by what Paora chose to do concerning the block. Small as was the proportion of the purchase money allotted to Rewi, it is larger than the share which he had received from Paul of the rent reserved on the previous lease of the property. The case is the common one of the inferior native submitting to his elder and chief.

Soon after the completion of Sutton's purchase he resold to Mr. Braithwaite, who held a lease of the block, for £3,000.

The account-current with Sutton, is a good example of the profuse expenditure of some of the native chiefs during the time that they had money at command. Mr. Witty's analysis of the account from October 1st, 1868, shows that the total expenditure was thus divided:—

	£	s.	d.
Clothing	269	3	9
Wines, spirits, beer	262	16	6
Payments on Paora's account	1,284	9	8
Cash payments to Paora	188	6	6
Food and sundries	963	1	7
	£2,967	18	0

A large part of this account, it will be observed, consisted of payments to other storekeepers and to tradesmen. Spirituous and fermented liquors are less than nine per cent. of the total; but a portion of the payments to other storekeepers, and of the cash payments, was no doubt spent in wine and spirits. Paul had four cupboards in the new house which he built. In them, he informed us, his Pakeha visitors during the time of his wealth were always able to find the means of refreshment. The natives are liberal entertainers, and we have reason to believe that a good deal of the liquor paid for by natives was consumed by their European acquaintances.

In this account-current figures the well-known new buggy which Paul drove out of town, with lamps lighted in broad daylight, much in the spirit of a seaman who has just been paid off. Paul with that childish inclination to make others responsible for his own follies so often perceptible in natives, told us that "Sutton lighted the lamps." The dealer lighted the lamps no doubt, as in many another case, but the native paid for the oil. There is no remedy for such things which is not worse than the disease.

C. W. Richmond.

Note.—This Report is concurred in by Mr. Commissioner Maning.

REPORT on CASE No. XX.

Complaints Nos. 28, 68, and 92.—*Ex parte* Hare Ngawhakakapinga, Renata Kawepo, Paora Kaiwhata *(Tunanui Block)*.

These complaints related to a large block in the back country, containing about 30,000 acres. There were ten grantees, including the three complainants. The block appeared to have been sold to Messrs. A. H. and W. R. Russell through the agency of Mr. Maney.

Renata Kawepo complained, that Paora Kaiwhata and others had, as he said, mortgaged the land. He conceived that his share went when the others parted with theirs, although he denied having signed any deed. Apparently he desired to be satisfied, through the medium of the Commissioners, as to what he actually had done respecting his share in the block. The conveyance being in the hands of mortgagees who did not appear, it was not possible to give strict proof that Renata had executed; but the examination of Mr. H. Martyn Hamlin, who stated that he had attested the execution of the deed by all the ten grantees, left no real doubt upon the matter.

The total purchase money of the block was £3,000, with £1,000 of which Renata was credited in account with Mr. Maney. This chief resides close to Mr. Maney, and has for years been, and still is, connected with him in busines, Maney being his sole European agent. It was difficult to make out what attitude Renata intended to assume towards Maney in this matter. Apparently it was not one of hostility.

The other two complainants seemed disposed to deny that they had been parties to a sale. Ultimately they appeared to give way under the weight of contrary evidence, which was certainly irresistible.

We have no information respecting this block except that it is rough hilly country. The price paid by Messrs. Russell to Mr. Maney was £3,000, with £200 commission, being at the low rate of little more than 2s. per acre.

The most serious question within the scope of our commission which is raised by this case, relates to the distribution of the purchase money. The appended statement will show how unequal this was. In addition to all the other grounds of objection to settlements made with ignorant natives by means of credits in account-current instead of by cash payments, there is reason to suspect that the desire of the middleman to square an account may sometimes influence the division of the purchase money. [*Compare* Report on Case No. II., Pahou]. In the present case Hare Ngawhakakapinga not unnaturally complained of the smallness of his share. It was answered, that it was as much as, and even more, than his claims upon the block would entitle him to, and the evidence undoubtedly showed that the three who received the largest sums were the most considerable claimants.

We disposed of our own doubts upon the subject of the division of the money, by the consideration, that questions of this kind must of necessity be determined according to the ideas of the natives themselves, and that their acquiescence must be taken as proof that the division has been a proper one. In the present case it was shown, that the distribution of the sale money had been acquiesced in from the time of the conveyance, in the early part of 1870, down to the appointment of the present Commission.

It is to observed that in this case Mr. Maney appears to have allowed in account a larger sum than he himself received from the purchasers of the block.

C. W. Richmond.

Note.—This Report is concurred in by Mr. Commissioner Maning.

	£	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	1,747	4	6
Hone Rautahi „ „ . . .	142	10	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 Omahu, 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.

It was further stated in answer to the complaint, that Pekapeka was a man of very small account, with scarcely any claim on Waipiropiro, and that his assent to anything done by Karauria and Tareha was always treated by the former as a matter of course.

On the whole, we came to the conclusion that these complaints were unfounded.

It ought to be mentioned, that our inspection of Mr. Maney's books in reference to these transactions was cursory. In relation to Karauria's account, in particular, it would be a hopeless task to attempt to check it, after his decease, and at this distance of time.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXII.

COMPLAINT No. 64.—*Ex parte* ERIHI WHAKINA AND OTHERS. (*Te Kiwi Block, Wairoa*).

This was a dispute as to the terms of an agreement to let a small piece of land containing 133 acres 2 roods, situated at the Wairoa.

The tenant, one William Couper, claimed the ordinary rights of a lessee, under a deed of lease bearing date the 20th December, 1869, whereby the grantees of the block appear to demise the same to Couper for the term of twenty-one years from 3rd April, 1869, at the yearly rent of £15. The complainants, on the other hand (including all or some of the grantees) declared, that the original and only true agreement between themselves and Couper reserved to them rights of occupation jointly with the tenant, and that the lease was fraudulently obtained. They say that the interpreter, Mr. George Buckland Worgan, represented to them at the time the lease was executed, that it was only an order for payment of £10 out of the rent to one Burton, a surveyor, to whom they were indebted. Couper gave notice of a cross-complaint against his native landlords and Mr. Worgan, but he did not appear to prosecute it, or to answer the accusations against himself. By the evidence of the native witnesses, and of Worgan and Clement Saunders, we think it established that there was an agreement for letting the land drawn up in Maori some time before the execution of the lease. This agreement was made between the Maoris and Couper, without Mr. Worgan's intervention, and he swears positively that at the time the lease was signed he was ignorant of its provisions. Saunders, his occasional clerk, also knew by hearsay of the existence of such an agreement, but was not aware of its provisions. Worgan did not explain to the natives when getting their signatures to the lease, that it would abrogate the prior agreement.

The native evidence as to the purport of the original agreement was uncontradicted. If true, Couper was clearly guilty of fraud in obtaining, through Worgan, the execution of the new lease without seeing that the natives understood the effect it would have in conferring upon himself the exclusive legal right to the possession.

As to Worgan's conduct—he denied altogether the charge made against him by the natives, that he had explained the lease to be a mere consent to the payment of £10 to Burton. He says that it is true Burton was to be paid £10 out of the rent; and this, no doubt, was mentioned at the time. Saunders expressly says, that this £10 was the great topic of conversation with the natives present. We give credit to Mr. Worgan's absolute denial of the grossly fraudulent conduct imputed to him, as it seems to us most unlikely that the natives would take a parchment deed, with a plan of the block on it, to be merely such a document as they describe. Saunders also says, that Worgan was asked to explain the transaction over and over again so often that he got angry. But it appears probable, that he performed his duty in a perfunctory manner. In any proper explanation of a lease to natives, the interpreter should strongly insist upon the effect of the deed in entitling the lessee to the *exclusive possession* during the term. Had this been done in the present case, the natives could hardly have failed to object that the Maori agreement reserved to them rights inconsistent with an exclusive right of possession in Couper; unless indeed they entirely misrepresent the terms of the prior agreement, which Worgan himself does not believe to be the case.

There is more certain ground for the conclusion that Mr. Worgan was exceedingly lax in his practice upon this occasion. It was clearly proved that several of the grantees never signed the deed, their names being put to it in their absence by other natives, who, in native fashion, assumed to act for them. Mr. Worgan was well aware of this; yet filed the usual interpreter's declaration, that he had seen all the grantees sign on the day of the date, and that previously to execution the deed was carefully interpreted by him to them in presence of Saunders. Mr. Worgan was compelled to admit that this was a false declaration.

It appeared that Mr. Worgan took no fees for his services, and we acquit him of any corrupt motive in the matter. But to check such laxity of practice, we are of opinion that Mr. Worgan's license ought to be suspended for twelve months.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning. See his separate report on the case.

REPORT ON CASE No. XXIII.

COMPLAINTS NOS. 72, 83, 178, 217.—*Ex parte* HENARE TOMOANA, TE MEIHANA, HONE WHAREMAKO *(Hikutoto Block)*.

The Hikutoto block, now the site of the township of Clive, was in 1866 purchased by the Provincial Government of the three grantees, Karaitiana Takamoana, Karauria Pupu, and Manaena Tini Kirunga. Henare Tomoana (No. 72), the first named complainant, is half-brother to Karaitiana, and Te Meihana (No. 178) his brother of the whole blood. They complained that they had been omitted from the grant, and had received none of the purchase money of the block. It was fully proved that they both consented to the grant, and acquiesced in the sale. Neither appeared to have any personal ground of complaint whatever. The complaint of Hone Wharemako (No. 217) was to the same effect as that of the other complainants. Manaena Tini was called by Hone as a witness. Hone had asserted that the number of grantees had been limited to three *by the Court*. Manaena denied this, and stated that the limitation of the names to three had been the unanimous act of the natives themselves. This it seems to us should be a sufficient answer in cases of this kind to all native claims in respect of the land granted except claims against the grantees.

Complaint No. 83 had been made in the name of Karaitiana. Upon being called, he repudiated it, saying that his name had been used without his authority, and that the complaints in regard to Hikutoto were made against his advice.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXIV.

COMPLAINT NO. 111.—*Ex parte* TIAKI KAINGA, TIOPIRA TAPAHI *(Huramua, Nos. 2 and 3)*.

In this case the person affected by the complaint is a European named Carroll, who has been for many years settled at the Wairoa, where he married a sister of the old chief Rangimatai, and has brought up a family of half-caste children. He claims under two deeds of conveyance, one of each block. The consideration expressed in the deeds is £250; Carroll however declares that he has actually, in goods and money, paid much more than £400. The area of Huramua No. 2, is 187 acres, and of No. 3, 765 acres. It appeared that Carroll had been originally permitted to occupy the land by the old chief, now dead; and the present chief Maraki expressed himself desirous that he should be allowed to remain undisturbed. We did not particularly investigate the merits of the purchase, finding that no objection was made to it except upon a single ground of an exceptional nature. The two young men who were complainants were amongst the grantees of the block. They admitted that they had signed the conveyance, and had received goods and money in return. The objection they raised was, that the fee simple of both blocks is made inalienable by the grantees except with the previous consent of the Governor in writing, which had not been obtained.

On referring to the copy grants recorded at Napier, and bearing date 31st July, 1871, both blocks appeared to be, as stated, inalienable. But we found that the Judge of the Native Lands Court (Mr. Munroe) had intimated, when the blocks were passing the Court in 1868, that he should not recommend any restraint upon alienation. Carroll's dealings with the blocks took place upon the strength of this intimation (whether before or after the issue of the certificates did not appear) long before the issue of the crown grants. The conveyances bear date the 28th and 31st December, 1869.

On applying to the Chief Judge of the Native Lands Courts, we were informed that the restrictions were imposed by his recommendation upon the application of one of the complainants, Tiopira Tapahi, and of other natives; and that the Chief Judge was unaware that there had been any intermediate dealing with the block. [*See* Correspondence in Appendix]. Whether the Chief Judge (not being the judge who heard the original application) had any jurisdiction to make such a recommendation, and whether the grants issued in conformity therewith are valid, are legal questions on which we offer no opinion. But clearly Tiopira and the applicants were guilty of a fraud, and the grants ought not, in equity and good conscience, to be allowed to defeat Carroll's title.

Should it be thought proper to take any step to give Carroll a title, some inquiry should first be made into the equity of a claim to a piece of one of the blocks preferred by a European married to a native woman, one of the grantees. We had notice of such a claim, but too late to allow us to investigate it.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning. *See* his separate report on the case.

REPORT ON CASE No. XXV.

COMPLAINT No. 138.—*Ex parte* HENARE MATUA *(Tamaki)*.

This was a general complaint preferred by Henare Matua respecting the purchase by the Government of the Seventy-Mile Bush. It appeared, in the course of our inquiry, that Henare has no personal interest in the lands in question, but represents a number of dissentients from the sale.

The whole district, estimated to contain about 305,000 acres, has been divided by the Native Lands Court into seventeen separate blocks, which have been allotted by the Court to different groups of claimants. Out of the seventeen blocks two selected by the natives, containing 41,000 acres, were made inalienable by the Court. Seven of the remaining blocks have been completely purchased by Government. The Crown has also acquired shares in five other blocks. Three blocks remain in which no share has been acquired by the Government, as the majority of the grantees objected to a sale. Of eighty-six persons included as future grantees in the orders for certificate issued for the twelve blocks in which the Crown has acquired an interest, seventy-seven have conveyed to the Crown. There are nine dissentients who still hold to their shares in the five blocks above mentioned, viz., in the Rakaiatai block five, and one in each of four other blocks. Besides the 41,000 acres made inalienable, the Government has made additional reserves to the extent of nearly 20,000 acres, so that the reserves are equal to one-fifth of the total area of the district.

The complaint against the Government resolved itself into one against the proceedings of the Native Lands Court, which Matua assumed to have been the mere instrument of the Executive in effecting the purchase. We should probably in an ordinary case have refused to entertain any complaint in the nature of an appeal from the Native Lands Court. Seeing, however, that in the present case the proceedings in Court were with a view to a purchase by Government which was immediately afterwards effected, we considered that we ought to hear the complaint.

Nothing definite was advanced against the orders of Court. The complainant asserted in a general way that people entitled had been left out of the grants, and insinuated that Government influence was used to exclude known opponents of the intended sale. He was requested to name, if he could, some particular case or cases in which injustice had been done, but he did not reply to the challenge. Henare Matua also made a point of the mode in which the surveys had been conducted. We could not, however, find that in this there was anything underhand or irregular. It appeared that the Land Courts were fully attended by both the sellers and their opponents, and we had not a tittle of evidence laid before us to lead us to suppose that anything has been done in this case which is not in the ordinary course of procedure.

It appeared that Matua had demanded that the Government should set aside the proceedings of the Court, and should refer the whole matter of the division of the district to what he calls his runanga. In fact, though his bearing in Court was unexceptionable, his attitude is that of denying the authority of the Lands Court to determine conclusively upon Native title.

Compliance with such demands is evidently impossible. No particular grievance was proved to exist, and we reserve remarks upon the larger questions opened by this case for our General Reports.

C. W. RICHMOND.

REPORT ON CASE No. XXVI.

COMPLAINT No. 148.—*Ex parte* ERU TE TUA *(Pukahu Block)*.

This was a complaint against the Provincial Government in respect of the Pukahu block. The complainant, one of the eight grantees of this block, denied that he had signed the deed of conveyance to the Provincial Government; but he admitted receiving £15 out of the consideration money of £3,600. The purchase money was paid over in one sum to the natives present at the completion of the sale of the block, as they were unable at the time to agree to a division. The £15 paid to complainant was taken to him by Henare Tomoana and Enoka te Rua. The latter, who was the principal local claimant, is since dead. Henare Tomoana, who was examined by us, was not a grantee, but had been heading an opposition to the sale, which through the influence of Karaitiana had been withdrawn. The conveyance was produced, and appeared to have been executed by all the grantees—several of them, the complainant amongst the number, merely putting their crosses. The signatures were attested by Mr. Francis E. Hamlin, as intepreter, and also by Mr. Locke, the Honourable H. R. Russell, Karaitiana, and Tareha. The claimant persistently denied ever having executed; and neither Mr. Hamlin, Mr. Locke, nor Karaitiana, had any distinct recollection, independently of the documentary proof afforded by their signatures to the attestation clause, of having seen Eru sign. Under these circumstances there appears to be a possibility that some other native may have been mistaken for him. However, this seems to be, in regard to the objects of our inquiry, of no very great moment,* as it is evident that the complainant consented to the sale of the block, received part, though but a very small part, of the proceeds, and has lain by for a period of more than six years without raising any objection. Under these circumstances he ought, even supposing that he did not in fact execute, to be left to such legal remedy, if any, as he may have.

With respect to the share of the money allotted to complainant, that was the doing of the natives themselves. It is impossible for us to revise their decision in the matter; more especially after so long an acquiescence on the part of the complainant.

C. W. RICHMOND.

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* Ko te paanga o Eru te Tua ki tenei whenua kaori i riro i roto i te hokonga ki te Kawanatanga.

Ko toua tangohango ki te tekau ma-rima pauna (£15). He me a hoa, tu noa na tetahi, a tangohia ana e ia. He aha hoki to te kai noa atu ?

WI HIKAIRO.

[TRANSLATION.]

The claim of Eru te Tua has not been extinguished by the sale to the Government.

The £15 received by him was given gratuitously by the others, and taken accordingly. Of what avail is anything used in that manner, *i.e.*, under those circumstances ?

I agree to the above note by Mr. Hikairo.

F. E. MANING.

REPORT ON CASE No. XXVII.

CROWN PURCHASE No. 1 *(Tikokino)*.

In this case it was at once admitted by Mr. Locke, on behalf of the Government, that an agreement had been made by Mr. G. S. Cooper with Renata Kawepo, for enlarging the native reserve at Tikokino by the addition of 200 acres. Unfortunately this agreement was made after the extinguishment of the native title had been proclaimed, and the block had been handed over to the Provincial Government; and a part of the land in question has been sold. But the claim has been recognised by Government as a just one, which must be in some way satisfied.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXVIII.

CROWN PURCHASE, No. 2.—*(Whenuahou)*.

The dispute in this case relates to a piece of land adjoining the inland boundary of the Porangahau block. It formed a portion of the block, sold to the Crown in 1854 by Hori Niania and Hine Paketia, known as the Umuopua block. The title of the Crown to this block was disputed by the Porangahau natives, who had received no part of the purchase money. In 1858, when the purchase of the Porangahau block was completed, this dispute was supposed to have been settled; but unfortunately the present controversy has arisen as to the terms of the arrangement then made.

The nature of the arrangement in question was, that the boundary of the Porangahau block should be extended beyond the original limits of the block offered for sale under that name, so as to include the greater portion of the Umuopua. At the same time the price of the Porangahau block was to be augmented from £1,400, which was first offered, to £2,500. The controversy is as to the portion of the Umuopua left outside the boundary of the Porangahau block. On the one hand, the native complainants contend, that the Crown, as a part of the arrangement, surrendered its rights, derived from Hori Niania's sale, over that portion of the Umuopua. The Government, on the other hand, maintains that the portion left outside was to be considered as having been bought with the money paid to Hori and Hine; the Crown having agreed, in order to satisfy the opponents of Hori's sale, to pay for *over again* the portion included within the boundary of Porangahau, but having by no means given up what was left outside.

The figure of the piece in dispute is an irregular triangle, one side of which, from Kiriwai to Hakekino, forms the inland boundary of the Umuopua. The area exceeds 3,000 acres. The name "Whenuahou," is taken from a small *kainga* close to the boundary of the block on the edge of the Seventy-Mile Bush. The Porangahau boundary was surveyed by Mr. Pelichet, who died many years ago. The Umuopua had never been surveyed at the time of Mr. Pelichet's survey; which, in accordance with the arrangement just explained, took in the larger portion of it. Mr. Pelichet did not survey that portion which was left outside the Porangahau block.

Henare Matua conducted the case for the native claimants, and himself gave evidence before us that Mr. M'Lean had distinctly agreed, on the purchase of Porangahau, to return a part of Hori's block to the natives. According to this witness, the division of the block was to be left to the natives themselves—not a very likely arrangement. A large number of natives accompanied Mr. Pelichet to point out the extended boundary of the Umuopua as far as the Maharakeke, a stream which crosses the boundary at some distance east of Kiriwai, its inland extremity. At the crossing of the Maharakeke they struck off to the southward, to the hill called Hakekino, leaving outside the boundary the piece in dispute.

Mr. G. S. Cooper, who was at the time the District Land Purchase Commissioner, altogether denied any agreement to return a part of the Umuopua, asserting on the contrary, that there was a distinct understanding that the objections made to the purchase from Hori and Hine (the validity of which had never been allowed by the Crown) were to be abandoned; and that the title of the Crown to the excluded portion of the block, as well as to the portion included, was thenceforth to be recognised by the Porangahau natives.

If this were the real intention, it is certainly to be regretted that the boundary of the Porangahau block was not carried back to Kiriwai, which would have been a clear confirmation of the title of the Crown to the whole of the Umuopua. We asked Mr. Cooper why this was not done, and he was unable to satisfy us upon the point.

However, the mere non-inclusion of Whenuahou within the boundary of Porangahau, is certainly in itself insufficient to prove that the Crown abandoned its right over that piece of land. Mr. Locke gave some important evidence, showing that there has been no such abandonment. In 1862 that gentleman was a district surveyor under the Provincial Government, and was marking off land to be put up to auction on the Ruataniwha plains. For that purpose it was necessary for him to make himself acquainted with the native boundaries in the district. Having been but a few months in the province, he applied to Mr. Cooper for the required information. Mr. Cooper met him on a day appointed for the purpose at Mr. Johnston's house, which is close to the boundary of the disputed ground. With Mr. Cooper were Mr. Purvis Russell and Hori Niania. Mr. Cooper, who confirms Mr. Locke in these particulars, adds the important circumstance that Hemi Ngarangiengana, chief of the Nga-i-tahu, one of the resident *hapus*, was also of the party. Hori pointed out as the inland boundary of the Umuopua, a stream which is in fact some distance to the seaward of it. This fraud, for such Hori admits it to have been, was not detected at the time; and it was unnecessary to survey the inland boundary, because the land applied for was all clearly to seaward even of the boundary indicated by Hori. On Mr. Locke becoming better acquainted with the Nga-i-tahu, they told him that he had been misinformed by Hori. Accordingly, when in 1864 or 1865 more land on the block was applied for, Mr. Locke asked Karaitiana, who had assumed the leadership of the Nga-i-tahu, to get one of the old people to point out the correct boundary of Hori's block. Karaitiana complied, and in company with some fifty men went over the boundary with Mr. Locke. Neither on this occasion, nor at any other time since his visit with Mr. Cooper, though Mr. Locke had been in the district during the whole interval, did he hear any dispute raised about the inland boundary of Umuopua. After this second visit of Mr. Locke, the land was surveyed for the Provincial Government by Mr. Ellison. The true boundary of Hori's block seems to have been the edge of the bush; but in attempting to survey this boundary Mr. Ellison was interrupted by a native living on the ground. In consequence of this interruption the survey was postponed till the following year. In the meantime an adjustment was made with the resident natives, by which the survey line was to be carried at some little distance from the bush, so as to leave them the bays formed by its margin. After this the survey was completed without further difficulty.

Karaitiana was examined by us, and endeavoured to lessen the force of this testimony. He declared that Mr. Locke had misled the natives, by telling them that the whole of the Umuopua *went* when Porangahau was sold. This, he said, removed the objections of some who had intended to oppose Hori's boundary. But the natives present could never have been misled by anybody into believing that the Porangahau boundary went back as far as Kiriwai; many of them must have known perfectly that it turned off south at the crossing of the Maharakeke. The facts of the case were better known to them than to Mr. Locke. Not only must they have perfectly well known that the land in question was outside the boundary of the Porangahau block, but, had there been any such agreement as Henare Matua pretends for surrendering that part of Hori's block which lay outside that boundary these natives, living on the spot, must have been aware of it, and would have objected altogether to Mr. Ellison's survey. It is incredible that these resident natives should have remained for six or seven years in ignorance of such an agreement had it existed.

It further appears, that for the last twelve years Mr. Johnston has been in undisturbed possession of the disputed ground. Portions of it, of which he has acquired the freehold by purchase from the Crown, have been fenced and ploughed by him and laid down in grass, and large gum trees planted by him stand on a part of it immediately behind his homestead.

Henare Matua made a statement, that some years—he did not know how many, perhaps six years ago—£240 was paid by Mr. M'Lean on Mr. Johnston's behalf for the pasturage of sheep on Whenuahou. Mr. Locke knows nothing of any such payment. We were unable to examine either Mr. M'Lean or Mr. Johnston; but from a letter which we have received from Mr. M'Lean, it appears that he has some recollection of a payment being made to the natives by Mr. Johnston on his private account. In the same letter Mr. M'Lean also confirms, but in somewhat vague terms, Mr. Cooper's account of the settlement come to at the time of the Porangahau purchase.

On the whole, although from the absence of material witnesses we were not able to sift this matter of the grass-money as thoroughly as we could wish, we think that the acquiescence in Mr. Ellison's survey makes it pretty clear that the present claim is an after-thought on the part of the natives, and that there is no valid ground for the complaint. The claim seems to have been invented about the time of the first Land Courts, when natives were looking round for every piece to which they could set up a title.

C. W. Richmond.

Note.—This Report is concurred in by Mr. Commissioner Maning. See his separate Report on the case.

REPORT on CASE No. XXIX.

Crown Purchase No. 2a.—*Takapau (part of Whenuahou).*

This was a complaint by Karaitiana Takamoana and Henare Matua relative to the boundary of a portion of the block called Omarutaieri, bought by the Crown of Hori Niania and Hine Paketia in 1859. It being represented to us on the part of the Government that Takapau is understood both by the Government and the natives to be included under the name of "Whenuahou" in the schedule to the Act appointing our Commission, we consented to hear the case.

After taking a good deal of evidence, it turned out that the natives were under a mistake as to the quantity of land which was being restored to them by Government. On the true state of the case being explained by Mr. Locke, Karaitiana expressed himself satisfied.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXX.

CROWN PURCHASE No. 3 *(Wharawhara)*.

This is a small block adjoining the Porangahau block at its south-western corner. It was admitted by Mr. Locke, that on a recent survey of the boundary for the purpose of laying off land for which applications to purchase had been received, about 350 acres of the native land had been included. The error made told on the whole against the Crown, as the correct boundary includes 1,045 acres left out by the surveyor.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXXI.

CROWN PURCHASE No. 4 *(Waipawa)*.

This was a question respecting the boundary of the Tarewa Bush reserve, excepted by the natives on the cession of Te Hapuku's block in 1851. The reserve lies in the fork of the Tukituki and Waipawa rivers. Recently the reserve has been subdivided by the Native Lands Court, and six separate grants have been issued to different natives of different portions. The present question affects the inland boundary of a portion of the reserve at the north-western corner. This portion was allotted to the complainant, Heta Tiki, with others, and he claims that the reserve should extend beyond the boundary named in his grant, and should take in about thirty-five acres of land comprised in the grant (originally issued to Mr. Tollemache) of the adjoining land.

In support of this claim Mr. Ellison, a surveyor, was called on behalf of the natives. Mr. Ellison deposed to having traced an old line, apparently pegged out as a boundary line, and coinciding with the boundary claimed. The pegs on this line were branded with certain marks, ascertained by us to have been the private marks of Mr. Cooper, of the Land Purchase Department, and Mr. Fitzgerald, a Provincial surveyor. The controversy was, whether this line was the true boundary of the reserve, or a line laid down on a plan prepared about 1860 by Mr. Fitzgerald, and produced to us from the Provincial Survey Office; the latter being the boundary in accordance with which the Crown grants of the reserve and adjacent lands have been prepared. It is hereafter referred to by me as the *yellow* boundary.

On reference to the deed of cession of Te Hapuku's block, we found specified amongst the reserves, Tarewa, containing 2,135 acres. No further information as to the extent or character of the reserve is obtainable from the deed. It was proved that Mr. Pelichet was the surveyor employed by Mr. M'Lean to survey the reserve at the time of the purchase, and that Mr. Pelichet was accompanied (as provided by the deed of cession) by Hori Niania and Paora Ropiha, who were to point out the boundaries to him. Mr. M'Lean's original instructions to Pelichet to make the survey were produced; from which it appeared that Pelichet was directed to estimate the extent of the reserve. Mr. Pelichet's field book was also produced to us, together with the original plan of the reserve plotted by him from this book. It was apparent, from inspection of the book and plan, that Mr. Pelichet had very carefully surveyed the edge of the bush as it then stood by running a series of traverse-lines along its margin at a short distance therefrom, and by measuring offsets to the salient points and into the recesses. The margin of the bush is coloured pink in this plan, and the area of the reserve is stated, as in the deed of cession, at 2,135 acres. There can be no doubt whatever as to the character of Mr. Pelichet's lines. They surround the reserve, generally at some distance outside the edge of the bush, crossing the rivers which it is admitted form the boundary of the reserve, and including land on the further bank. The included area would considerably exceed 2,135 acres. Manifestly the lines form no boundary, but are a series of traverse-lines; and I have no doubt whatever from this documentary evidence, that the agreed boundary of the reserve in 1851 was the margin of the bush.

The difficulty has arisen from subsequent proceedings. In or about 1860, it being desired to ascertain on the ground the boundary of the reserve, Mr. Fitzgerald was sent down to Waipawa by the Provincial Government, and went on to the ground accompanied by Mr. Cooper. Hori Niania went with them to point out the boundary, neither gentleman having personal knowledge of the original survey. The margin of the bush was of course not exactly as in 1851, and under Hori's direction Mr. Fitzgerald surveyed and pegged out what Mr. Cooper, and possibly Mr. Fitzgerald also, took at the time to be the boundary. At the north-western corner of the reserve this line appears to run nearly parallel with Mr. Pelichet's traverse line No. 30, a little within it. This, it is evident, is the line which has been traced by Mr. Ellison, the surveyor employed by the native complainants. It takes in the disputed thirty-five acres, with some acres of river bed.

It would seem that on referring to records in the office, if not before, Mr. Fitzgerald must have perceived that the true boundary was the former edge of the bush, for on his plan we found laid down,

first, the line indicated by Hori Niania, and, secondly, another boundary coloured yellow—a give-and-take line—which approximately follows the edge of the bush as surveyed by Mr. Pelichet. We were satisfied on this latter point by collating Mr. Fitzgerald's plan with Mr. Pelichet's, finding that the yellow boundary gave the reserve seventy-two acres, and took away from the portion now allotted to Heta Tiki three small patches, formerly bush, which contain together twelve acres. Another small piece of one acre is also taken away from the original reserve; the gain on the whole being fifty-nine acres. The yellow boundary is, as already mentioned, that which has been adopted in the issue of the Crown grants both to the native owners of the reserve and the conterminous European purchasers.

That in assuming this boundary no injustice has been done to the native owners of the reserve, appears from the fact that the area comprised in the six grants issued for the several sections of Tarewa is 2,350 acres, the river beds not being included. This is 215 acres in excess of the area as estimated in 1851. As the whole reserve gained by the adoption of the yellow give-and-take line in 1861, the particular sub-division alloted to Heta Tiki and his co-grantees by the Native Lands Court in 1867 must be deemed to have been increased, and not diminished thereby, notwithstanding the cutting off of the small patches of bush previously referred to.

Against the documentary evidence to which I have referred is to be set the evidence of various natives, who were ready in succession to affirm, that the boundary of the reserve was not to be the bush-edge, but was to include land beyond. They were, however, wholly unable to give any other definite limit. Hori Niania had the assurance to pretend, that the true line started from a certain kahikatea tree close to the Tukituki, noted in Mr. Pelichet's field-book, but not forming a point in his survey of Tarewa, and that it ran thence in a straight line to the point on the Waipawa claimed by Heta Tiki as the extremity of his boundary in this direction. Such a line has never been heard of before in connection with this reserve, and would take in some hundreds of acres additional.

I consider it to be proved that the yellow line is the approximate boundary of the reserve as agreed to in 1851. It is also proved, that the line claimed by the complainant was pegged out by Mr. Fitzgerald and Mr. Cooper, and was no doubt at the time taken by Mr. Cooper to be the boundary. But this was a misapprehension induced by the wrong information given to Messrs. Cooper and Fitzgerald, wilfully or ignorantly, by Hori Niania; and it is against conscience that the native owners should profit by the fraud or error of their own agent.

I therefore consider that the claim has not been made good.

C. W. Richmond.

I am, on account of the different statements made as to boundaries, unable to give a certain opinion.

F. E. Maning.

REPORT on CASE No. XXXII.

Crown Purchase No. 5 *(Kai-arero)*.

In this case the complainant was Te Waaka Kawatini. He claimed as a native reserve a small piece of land on the right bank of the Wai-o-hinganga, at the mouth of that river, partly bounded by the river and partly by the Napier lagoon (Whanganui-o-Roto). The piece in question is within the limits of the Ahuriri block, purchased by Mr. M'Lean for the Government in 1851. Complainant said he was present at the signing of the deed of cession. A great many persons were present: Mr. M'Lean was in the centre. The deed had been read before the complainant arrived. Complainant said at once to Mr. M'Lean, "Where is Kai-arero?" Mr. M'Lean replied, "Waaka, why are you troubling about that small bit?" In consequence of what Mr. M'Lean said, Waaka considered that Kai-arero was handed back to him. The Crown, and purchasers under it, have been ever since 1851 in quiet possession; but Waaka stated that he had continually demanded the return of the land from M'Lean. A certified copy of the deed of cession was produced. The first name to the deed is Tareha; the second, Te Waaka Kawatini. The reserves are very carefully specified, as, first, the island Roro-o-kuri; secondly, Whare-rangi—a block on the lagoon, containing 1,845 acres; thirdly, an inland reserve at the Puketitiri bush. None of these has any connexion with Kai-arero. Paoro Torotoro, who appeared as a witness, admitted that he had heard the deed read over, and the three reserves mentioned; that, after doing so, he signed the deed without asking that Kai-arero should be reserved; and that he had never since claimed it.

The only other witness was a man to whose testimony the Commissioners could attach no weight whatever.

Neither Mr. M'Lean, nor Mr. G. S. Cooper, who for some years was District Land Purchase Commissioner at Hawke's Bay, is aware of any understanding with Te Waaka about Kai-arero, but these gentlemen were not examined by us as witnesses.

In the face of the provisions of the deed of cession, and after a quiet possession by the Crown, and those claiming under it, of more than twenty years, the alleged agreement or understanding appears most improbable, and we recommend that the claim be disallowed.

C. W. Richmond.

Note.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXXIII.

CROWN PURCHASE No. 6 *(Te Ranga)*.

The complainant in this case was Te Hapuku. He claimed as unsold land a large tract estimated to contain 13,000 acres, lying west of the Maraekakaho river, and extending inland to the Manga-o-nuku, which forms the western boundary of the disputed block.

The deed of cession of the Maraekakaho block, dated 20th November, 1856, was produced, and appeared to have been signed by the complainant and others. The complainant did not dispute his signature, but, on the boundaries given in the deed being read aloud to him, he repeatedly exclaimed that it was incorrect. The boundary as described runs back to the Manga-o-nuku, and plainly includes the disputed land. Were the claim well founded, no part of the Maraekakaho block would abut upon the Manga-o-nuku.

As the complainant declared that the boundary had never been read over to him, we examined Mr. G. S. Cooper, who deposed that he had himself written out the deed in Te Hapuku's pa, at Wakatu, on the Ngaruroro; that he read the deed aloud, publicly, in the presence of Te Hapuku and a number of his people; that Te Hapuku heard every word of it, and thoroughly understood the translation.

At the time of the execution of the deed there was no map upon it, the map which now appears on the same piece of parchment having been subsequently put on by Mr. Cooper. This, however, appears immaterial, as the description does not refer to any map. It was in evidence that Mr. Park's map, which was produced to us, and on which the boundaries are delineated from actual survey, was in the Wakatu pa at the time the deed was executed, and was referred to by Mr. Cooper and the natives as a guide in framing the description contained in the deed.

Part of the seaward boundary should have consisted of a surveyor's line laid down on Mr. Park's map; but as no native names were given along this line on the map, and Mr. Cooper had only a general personal knowledge of the country, he took the description of this part of the boundary from Te Hapuku himself, who gave the native names of several points mentioned in the deed along this part of the boundary. Disputes afterwards arose on this part of the boundary, and a settler in occupation of a portion of the block within Mr. Park's line was disturbed by the natives, and had to relinquish his homestead. The boundary was then rectified under Mr. Cooper's direction, according to the native names given by Te Hapuku, and appearing in the deed, the extent of the block being thereby considerably reduced—still, it would seem, without wholly satisfying the natives. These disputes had, however, no reference to the portion of the block now claimed under the name of Te Ranga, which is the inland portion, bounded to the eastward by a line running along the foot of a range which forms the watershed between the Maraekakaho and Manga-o-nuku.

Sometime after the purchase of Maraekakaho, Renata Kawepo and other natives who had been opposed to Te Hapuku's land sales, agreed to confirm them in consideration of a payment to them of £1,300. The receipt for this money specifies the outside boundary of the land supposed to have been sold by Te Hapuku and his people. These boundaries we found to include Te Ranga as part of the Maraekakaho block. Renata Kawepo was examined by us respecting the agreement to which we have just referred. He stated that he was not particularly acquainted with Te Hapuku's transactions, but had always considered that Te Ranga had gone to the Pakehas.

No question appears to have been raised as to Te Ranga until about the time of the first sitting of the Native Lands Court, nor has the occupation of this portion of the block by settlers ever been disturbed since the purchase, now nearly seventeen years ago.

Under these circumstances we have no hesitation in reporting that the claim is unfounded.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXXIV.

COMPLAINT No. 295.—*Ex parte* RENATA PUKUTUTU *(Oero, Native Reserve)*.

This was a complaint against Government respecting the Native Bush Reserve at Oero—a piece of land which was excepted out of the deed of cession of Te Hapuku's block. There is no dipute as to the facts of the case. It appears from Mr. Locke's report appended hereto [*See* Appendix], that the proper boundary of the reserve as surveyed by Mr. Pelichet has been trenched upon by Government sales to the extent of fifty-one acres. This is a claim which will require adjustment by the Government.

C. W. RICHMOND.

NOTE.—The other Commissioners have expressed no opinion upon this case.

SUPPLEMENT TO REPORT ON CASE No. XIV.

In my Report on Case No. XIV. (Ohikakarewa), I have stated the intention of the Commissioners to subject to further examination Mr. Maney's account-current with Peni te Ua, one of the native vendors of the block. The following note embodies the result of my own inquiry on the subject. The matter will, I think, be easily intelligible if the *fac-simile* copies of the accounts referred to, made under my direction by Mr. Witty, are examined.

The sum agreed to be paid to Peni for his share of the block was £140. Of this, £30 was paid in cash on the day when the conveyance was signed by Peni. Mr. Maney swore to a number of other payments. He said, "I have a distinct recollection of three cash payments to Peni; £30, £10, and £10 odd; and there was a fourth payment of 30s., as near as I can recollect. In those days I did not always enter cash-payments in my day-book. This first payment of £10, I distinctly recollect was made by myself to Peni on the road. It was paid in notes. The payment, 14th February, £10 12s. 6d. was I believe made at the hotel. He came to the hotel on purpose."

The first sum of £10, referred to by Mr. Maney, is debited to Peni in Maney's ledger under date February 5, 1869. The £10 odd, referred to by him, no doubt corresponds with an item in the same account, February 14, £10 12s. 6d.

On my examining Peni on the subject of these alleged payments, he said, "I did not receive £10 cash on the same day as the sugar. I remember the trousers and the 'old Tom,' but no £10 of money. It is not forgetfulness on my part. I did not receive it." As to the item Feb. 14, £10 12s. 6d., he said, "I never received that cash. I recollect the 'glasses,' and the 'Geneva.' It is correct about the case of Geneva, £4 15s."

On looking at the account, I easily perceived that the two sums of £10 in dispute had been entered in the ledger after it had been posted from the day-book; and there being other items in the same line the extension had been in each case altered by prefixing the cypher "1" in the tens' place, in the pounds column, to the entry as originally posted. These alterations were proved by Maney's book-keeper to be in Maney's own hand-writing. In the *fac-simile* copy of the account these alterations are distinguished. I also observed another similar alteration, by the prefixing of the figure 1 in the tens' place, pounds' column, in the second set of items under date Feb. 26. These items were, as originally posted, correctly extended, amounting to £1 18s. The £1 18s. has been altered to £11 18s., without the addition of any item. Of the three alterations, increasing the debit entries £30, two would seem to have been made subsequently to March 18th, for opposite that date there is a marginal total of the account, which originally stood either £113 15s. 6d. or £115 15s. 6d.; and this has been increased by a palpable alteration to £135 15s. 6d. In the day-book, under date Feb. 14th, I found an entry in Mr. Maney's handwriting, "Cash, 12s. 6d.," which has been duly posted, and has afterwards been altered in the ledger to £10 12s. 6d. I should not have thought the non-appearance in the day-book of a cash payment at all surprising; but it seemed remarkable that 12s. 6d. should be entered there by Mr. Maney himself, and *only* 12s. 6d., on a day when £10 12s. 6d. was said to have been paid. I therefore asked for further explanation, and Mr. Maney replied that he had no distinct recollection of paying the £10 on February 14th.

Having reason to think that what I may term the normal price of the one-tenth shares in the block had been settled by the purchaser, in his own mind, at £120, and observing that Peni had obstinately stood out for £140, it occurred to me, that an underhand mode of reducing the actual payment might have been adopted as the easiest way of dealing with an unreaonable vendor. With this idea I turned to the account of another of the grantees, Te Meihana Takihi, who had exacted the price of £150 for his share. It was immediately apparent that an alteration to the amount of £10 had been made in this account subsequently to its original entry in the ledger. A balance of £3 14s. brought forward from the old ledger had been altered to £13 14s. In this case, also, a corresponding alteration had been made in a marginal addition from £255 6s., to £265 6s. On referring to the proper folio of the old ledger, I found that the original bringing forward of the balance as £3 14s. had been correct. According to the book-keeper, the alterations in Meihana's account were, as in Peni's case, in Maney's own hand-writing.

No explanation was attempted of the alteration under date February 26 in Peni's account; nor of the alteration of the balance brought forward in Meihana's case.

My opinion is that these accounts have been wilfully falsified; to the extent of £20, or possibly £30, in Peni's case, and of £10 in Meihana's case.

I did my best in other cases to detect any similar tampering with the books; but could find nothing like it. I am led to hope that these may be solitary exceptions to a course of fair dealing.

C. W. RICHMOND.

HAWKE'S BAY NATIVE LANDS ALIENATION COMMISSION.

GENERAL REPORT BY MR. COMMISSIONER MANING.

THREE hundred and one complaints have been sent in to the Commissioners, and published in the Hawke's Bay Government *Gazette*. By far the greater number of these complaints are directed against the validity of the titles of European landholders in the Hawke's Bay district, who have either purchased or leased lands from Native owners who had received grants from the Crown. Over seventy of these complaints are nearly *verbatim* as follows :—

"Dispute validity of all alleged alienations. Request inquiry. Call for production of all documents, and particulars of all alleged considerations paid. Require settlement of past rents."

This class of complaints does not set forth any particular wrong or injury suffered, and seems to indicate a purpose of general repudiation more than a desire for the redress of any particular or definite grievance.

Another very numerous class of complaints is by persons who claim to still have rights over the land, or rights to a share of the proceeds of the sales, or to have been consulted as to the sales, notwithstanding that the lands respecting which these claims are made have been granted exclusively to other persons, after the ownership, according to Maori usage, having been investigated by the Native Land Court, at which investigation the complainants had full opportunity of attending, and, as I believe, did, in the great majority of cases, attend, or were represented.

It is to be remarked, that this class of complaints is almost invariably made against the Native grantees or sellers, sometimes, however, including the European purchasers, and that in the whole 301 complaints there is not one impugning directly the decisions of the Native Land Court as to the ownership of the lands, and only one, so far as the investigation has gone, in which one owner, having apparently a very trifling interest, has, by the action of the Court, suffered tort, not in consequence of her interest being overlooked or undeclared by the Native Land Court, but from having been left in a false position, wherein she could not recover the value of that interest when the land was leased. That such has been the case, it will be seen, is attributable to an imperfection in the law itself, as much as to any other cause.*

Supposing, however, this class of complaints to be founded on any general principle, it cannot be doubted that that principle must involve the theory that the decisions of the Native Land Court are in no case to be considered final, and that Crown grants founded on such decisions do not confer exclusive ownership on the grantees, or perfectly extinguish Native title. I do not, however, from anything I have seen, believe that the Native claimants act on any such idea, and the absence of complaints against the decisions of the Native Land Courts, seems to support this opinion. One witness, who had two very serious complaints of not having received the payment agreed upon for his land,† acknowledged in Court that he was in fact merely making an experiment, to see what he could get; and I observed, as I think, indications of a very common expectation amongst the Native complainants, that the Commission would order lands to be returned to them, or award money payments to be made to them, without any very rigid examination of the nature of their claims. I think that some of the complainants in this class of complaints have equitable claims, in general of small value, as against the Native grantees who have sold the land;‡ but I believe, most of the others will be seen to be "experiments," founded on the idea that the Commission would be predisposed to entertain the complaints, without too severe a criticism.

It may not be out of place here to remark, on the subject of this class of complaints, that I believe the whole value and utility of the Native Lands Acts depend on this position—that the issue of a Crown grant founded on a decision of the Native Land Court is final and decisive as to the ownership of the land, and confers a perfectly exclusive title on the grantees; any other theory than this, which would acknowledge the possibility of any rights of ownership founded on Maori custom remaining unextinguished, and vested in any persons other than the grantees, would not only encourage, but create, a general attack on the validity of the titles to all lands which have been purchased by Europeans from Native grant-holders, and finally against all titles to all lands held by Europeans all over the North Island.

It not unfrequently happens that when a portion of the land held by a tribe is sold, there are members of the tribe who, although neither having the right to sell those lands nor to prevent the sale, have notwithstanding, by custom long exercised, derived, without opposition, certain minor advantages from the land, which advantages they lose when the land is sold. These advantages are of more or less value according to circumstances, but seldom amount to more than the taking material for building houses, running pigs on the land, or taking shell-fish from the beaches. To fell timber for sale, or take even one prime tree for the construction of a large canoe, or to cultivate on the land, would in most cases require the express permission of the owners of the land; that is to say, the persons having the right to sell. These advantages or easements enjoyed by such persons are equally accorded to

* See Report on Case No. IX. (Onepu East.)
† Ahere Te Koare—Complaints 48 and 49, Cases Nos. XI. and XIV.
‡ See my Report on Case No. XIII., Part 1 (Heretaunga).

them by others with respect to those parts of the tribal estate over which they have, according to Maori usage, the chief right of ownership.

The advantages derived by persons under the circumstances I have mentioned, although in general of no great importance, are sometimes of more considerable value; but of whatever value they may be, they are lost when the land is alienated to a European, and are in general compensated by the receipt from the sellers of a small proportion of the purchase money received for the land. It often, nevertheless, has happened that the owners of the land have not given any compensation; the claim for which has been often turned against the European purchaser, and is not unfrequently, for want of information, mistaken by the purchaser for, or boldly erected by the Native claimant into, a claim of ownership in the land of a nature to invalidate or weaken the title of the European holder; which no claim of this nature can do, seeing that no right amounting to ownership was ever by Maori usage at any time vested in the person making the demand.

The circumstances I have here mentioned seem to have taken place, to a considerable extent, in the Hawke's Bay District; and the rather long list of complaints made against Native grantees seems, as far as the investigations of the Commission went, to have arisen out of them. But although these claims are ostensibly made against the Native grantees, I, both from statements of witnesses and from what I observed generally during the investigation, am of opinion that many of the claims of this nature were made under the expectation that the Commissioners would order the European purchasers in possession to pay these demands, which, if due at all, can only be due by the Native grantees to the Natives, to whom they owe compensation, and not by the European purchasers.

In a case of this description, a grantee against whom a demand for compensation was made said that the demand was perfectly just, and that he, the defendant, had no objection to the complainant receiving some money, provided the Commissioners would order it to be paid by somebody else; insinuating, at the same time, that a satisfactory conclusion of the matter would be for the Commissioners to pay it themselves.

Eleven complaints were made directly against the Government, and others against Government officers by name, though intended, no doubt, against the Government land purchase operations. Several of these claims were heard. A considerable proportion of these complaints were matters of no great consequence, which might have been settled by a short conversation with the local authorities; but others, in particular complaints Nos. 138 and 84, were of a very serious nature, disputing the right of the Government in two very extensive blocks of land. The reports on these cases (Nos. XXV. and XXXIII.) will show that I agree with His Honor Judge Richmond in considering both these complaints unfounded; but to the time of writing this report, I have not heard what the opinion of the Native Commissioners may be.

I am informed that fifty-five other complaints against the Government have been sent in to Mr. Locke, R.M., at Hawke's Bay; but as the complaints were made respecting purchases of land made before the date of the institution of the Native Land Courts, they did not come within the limits of the duties of the Commission, and therefore were not published or investigated.

Besides the complaints I have mentioned, there is a long lists of charges and complaints, as follows:—

Denials of sale, lease, or mortgage.
Denials of having signed conveyances.
Signed agreements under intimidation.
Denials of having received payment.
Denials of having received rent.
Denials of sufficient payment.
Charges generally of breach of agreement.
Disputing generally all alleged alienations.
Disputing right of grantees to sell without consent of others.
Claims of persons, not grantees, to receive part of purchase money of land sold.
"Desire to share in grant." This has been interpreted by complainants to mean a desire to receive part of purchase money by persons not grantees.
"Taken my land from me." See Complaint No. 17. (List of Complaints.)
Complaints that part of amount of bills charged against sellers, or paid by purchasers for sellers, are for spirituous liquors.
Charges of false interpretation against licensed interpreters.

One complaint included with several others in the same case, impugns the decision of the Native Land Court, but the charge is laid against the interpreters and purchasers.

As it would have been impossible for the Commissioners to have gone through the long list of charges and complaints sent in, and to furnish reports thereon within the time prescribed, the complaints which have been investigated, and which are considerable in number, have been selected so as be as much as possible representative of all the classes of charges or complaints which have been made.

I am not yet acquainted with the result of the deliberations of the two Native Commissioners, but the particular reports of the English Commissioners will show how small a proportion of the complaints heard has, in their opinion, been substantiated, and that where substantiated, are matters of no great importance, and which might have been easily settled by the parties themselves, or, failing such settlement, should have been referred to the ordinary Law Courts.

It will also be seen, where very serious and important charges have been brought against settlers and the Government, affecting in the highest degree both the titles to land and the character of persons, that, in the opinion of the Commissioners referred to, these charges are, without exception, either not proved (very partially proved) or entirely unfounded.

From the great number and unrestrained nature of the complaints made, and their general want of confirmation, so far as the investigations have extended,—from the character of the evidence by which attacks both against property and character have been attempted to be supported, and from the generally litigious spirit exhibited by the numerous complainants,—I am of opinion that this move-

ment amongst the Hawke's Bay Natives, is founded much more upon a desire to repudiate as far as possible all they have done in the alienation of land than on a wish for redress of particular grievances.

In all matters of buying and selling land, as well as everything else, the parties concerned, doubtless, as a rule each endeavours to make the better bargain; and it is quite likely that in the numerous sales of land which have taken place in the Hawke's Bay Province, and in the contest between European business acumen and Maori astuteness, which no doubt in some cases has taken place, in some instances one party, and in other cases the other may have had the advantage; but so long as both parties understood the terms of the agreement, and fulfilled them, and that there was nothing plainly inequitable in the bargain itself, I do not think the seller should be given any exceptional advantage in endeavouring now, after years have passed, during which the purchaser has been in undisturbed possession, to shake the title of the purchaser of the land merely because he, the seller, now thinks he might have made a better bargain, and complains boldly that he never sold at all, or never received payment, or that the payment agreed for, and paid, was inadequate.

I think, therefore, that all claims or complaints by Natives, calculated to impugn the titles of sellers or of the Government, should be referred only to the ordinary Law Courts, and that no Native should be allowed to sue *in forma pauperis* in such cases, unless he first made it very clearly appear that he has not the means to carry on his suit in any other form, and that he has a reasonable *prima facie* case.

This would deter Natives by the only consideration by which they can be deterred—the consideration of costs—from lightly bringing against their neighbours such unfounded, exaggerated, and libellous charges as they have in not a few instances shown themselves too ready to do, at a great expense to the public, to the detriment of individuals, to the lowering of confidence in titles to all landed property, and consequently of its value, and would still allow them every advantage and protection which the law allows to their British fellow-subjects.

The true cause of the general movement of the Hawke's Bay Natives, with respect to the alienated lands, seems to me to arise from their having been, some years back, suddenly, by the sale of lands and by the credit which they obtained as landholders having lands for sale, put in possession of large sums of money and large quantities of goods of every description, which, having been obtained easily, they have as lightly squandered. They now find that their credit is stopped, their money is dissipated, and the land, which is now greatly enhanced in value by the outlay of capital and by the industry of the European purchasers, is, as they say, "gone," while they themselves can but in few instances point to any permanent advantage they have derived from parting with it. They would now, therefore, willingly, by any possible means, repossess themselves of the land, or part of it, or get anything they can by a revision of all they have done in its alienation; and I am seriously of opinion that were they to succeed to the full extent of their desires, no long time would elapse before they would be in the same position again; for the necessary amount of restraint to protect them against their own improvidence would be looked upon as burdensome and oppressive, and would probably be effectually opposed.

I believe, however, that the Natives of Hawke's Bay have not divested themselves of land to any such extent as to trench upon the means of a comfortable subsistence. Not a few, indeed, have the means still, with ordinary circumspection, of living in a comparative affluence, and all have certainly a much greater command of the material necessaries and comforts of life than they could ever have obtained by their own unassisted efforts.

The only thing which I think can be done, not to prevent complaints in future, but to take away all just cause for them, is to render inalienable in every district an ample sufficiency of land as reserves for the maintenance of the Native population. This, and the strict enforcement of the conditions of "The Native Lands Frauds Prevention Act, 1870," is all that I think either necessary or practicable to be done for the protection of the Native people in the matter of the alienation of their lands.

The state of things now existing in the Hawke's Bay District is, I believe, the natural and unavoidable consequence of the contact of the two races—one possessed of capital, science, and laborious energy, provident, far-sighted, acquisitive, and tenacious; the other, untaught, inexperienced in the new social conditions which are growing up around them, eager for the present possession of property, devoted to the gratification of the passing day, and at the same time vexed and irritated at the prospect of their own apparent declension as a people. From such a position we must be prepared to expect trouble, difficulties, and danger. All that can be done is to give the Natives a fair opportunity to avail themselves of the benefits of civilization which are placed now within their reach, and if they abandon or neglect this opportunity to leave them to the event.

F. E. Maning.

REPORT ON CASE No. X.

Complaint No. 13.—*Ex parte* Paora Hira and 17 others (*Moeangiangi Reserve*).

This land was purchased by the Government from two Natives, on the condition that they should produce a good title, certified by the Native Land Court. The claim was heard by the Land Court, and a certificate ordered for one other Native, besides the two who have sold provisionally to the Government. This third owner found by the Native Land Court has not apparently sold his share or interest, and therefore has a right to compensation, or to a part of the land, but I do not think any other person or persons should be considered as having any interest whatever, or any right to make any demands respecting the land. Part of the land has been sold by the Government to a European settler, who is resident on the land. This seems to have caused discontent, and one of the witnesses asked the Commissioners whether it would not be well for him to expel the European by force.

F. E. Maning.

REPORT ON CASE No. XIII.

COMPLAINTS Nos. 1, 17, 79, 96, 129, 133, 134, 150, 154, 158, and 180.—*Ex parte* KARAITIANA TAKAMOANA, HENARE TOMOANA, AND OTHERS (*Heretaunga Block*).

PART (1).

ELEVEN separate complaints have been laid before the Commissioners by Natives in reference to the alienation of this land; seven by Natives against Natives, and four by Natives against the European purchasers. Some of the complaints made contain several distinct charges, and the evidence, the taking of which occupied over a month, and which will be separately reported to Parliament, is very voluminous.

The four principal complainants in the Heretaunga case against the European purchasers are four of the sellers; they are all principal chiefs in the Hawke's Bay district, are prominent actors in what seems to me to be a general movement amongst the Natives to procure a revision of all they have done for some years back in the alienation of lands to the European settlers, whether by sale, lease, or mortgage; and the allegations which they make with the purpose to invalidate the title of the purchasers of the Heretaunga Block, are almost as numerous and varied as they well could be.

I propose, therefore, for the avoidance of confusion, to report in as concise and practical a manner as I can, my opinion on each complaint, taking them *seriatim*, as I find them printed in the Hawke's Bay Government *Gazette*, noticing also such charges or complaints as arose, or were brought forward incidentally in the course of the investigation, but leaving the consideration "of such measures as may tend, in my opinion, to prevent in future the occurrence of similar grounds of complaint" for a further and more general report.

Complaint No. 1 is by a Native, Paoro Torotoro, against the Native grantees of the Heretaunga Block, and is stated thus: "Grantees did not divide purchase money amongst the owners not included in the Crown grant."

It appears to me from the evidence that, at the time the Native title was extinguished by the issue of a Crown grant to ten Native owners, some agreement or understanding existed, or had been entered into, between the complainant and others having inferior interests in the land* and the grantees, or some of them, to the effect that, in the event of the sale of the land, which was then in contemplation, they, the present complainants, should receive from the grantees some undefined proportion of the purchase money in composition of their rights or interests in the land, whatever those rights or interests may have been.

Henare Tomoana, one of the Native grantees who sold the land, and whom, from the general evidence, I take to be the person having the largest interest of ownership in the block, acknowledges the justice of the complainants' demand, and says that the complainants would have received some consideration for their interests had any part of the purchase money remained on hand after the heavy debts of the grantees had been paid; to the paying of which debts the whole of the purchase money had been applied. The same witness, being questioned by the Court, acknowledged that he and some others of the grantees were virtually indebted to the complainants for the value of their interests, or, rather, as the witness seemed to understand, for the value of such indefinite sum as he and the other grantees might have thought fit to give them, in case they, the grantees, should have a balance on hand after having paid off their debts.

Manaena, another of the grantees, in his evidence agrees with the statement of Henare Tomoana, and acknowledges that the complainant Paora Torotoro has claims on the grantees which have not been satisfied.

Tareha, also a Native grantee, who sold his share in the land separately, agrees that the complainant has a right to receive some money, but giving no intimation that he himself had any intention of giving him anything.

It is certain, however, that the whole of the purchase money was not expended, as stated by Henare Tomoana, in the payment of the debts of the grantees; a considerable balance remained, which was appropriated apparently on his own authority, and without any consideration of the interests of the complainant in this case, by Karaitiana Takamoana, another of the Native grantees, and one of the sellers of the land.

On the whole, I am of opinion that the complainant Paora Torotoro has some inferior interest in the land, which interest he has either neglected to bring before the Native Land Court, or has not insisted upon its recognition by that Court, as he should have done, in consequence of his having trusted the grantees to make him a compensation for his interest whenever the land might be sold. This the grantees appear not to have done, and the complainant does not seem to understand definitely what the value of his claim is, or what sum of money it can be represented by.

This complaint is of a nature such as can only be properly settled by parties themselves; but, although the complaint is made ostensibly against the grantees who sold, I think the complainant has had the expectation that the Court would order the European purchasers to pay him a sum of money, or return to him a part of the land.

PART (2).—COMPLAINT No. 17.

This complaint is made by Waka Kawatini against Messrs. H. Parker, T. Tanner, J. N. Williams, J. N. Wilson, G. E. Lee, and J. Cuff, and is stated in the Hawke's Bay Government *Gazette* as follows:—

"Taken my land from me; beg matter be looked into."

The complainant in this case sold his interest in the Heretaunga Block, executed a formal conveyance, and received in consideration cash and goods to the value of £1,000, a sum which does

* See my General Report.

not seem too low when compared with the values received for their shares by several of the other grantees or owners.

I think the complainant in this case sold his interest in the land, understanding well what he was doing; that is to say, so far as to know that he was parting with it for ever, for a certain definite consideration. That he has received no benefit from the transaction, is the consequence of his own improvidence. Between £700 and £800 of the purchase money went to pay debts which he had previously contracted; the rest was soon dissipated, and he now, hoping to get the land returned to him, and apparently without any idea whatever of paying for the value he received for it, comes before the Commission with the false statement that he never sold the land, that he never signed a conveyance, and that "his land has been taken away from him."

Part (3).—Complaint No. 79.

This complaint is by Henare Tomoana, on the part of himself and others, and is stated as follows:—"300 acres of land and £500 (five hundred pounds) promised me, which I have not received; beg transaction be looked into."

This consideration of 300 acres of land and £500 is claimed by the complainant as having been promised to him by the purchasers of the Heretaunga Block, as an extra payment or donation to himself, over and above the total sum which it had been agreed should be paid for the whole of the land. I think that he did ask for this consideration, but there is nothing at all in the evidence which would lead me to think that the purchasers ever finally agreed to the proposition, or that they have broken any promise made to him in reference to the purchase of the land. I am the more inclined to this opinion from the circumstance that it is proved that, at the last moment, when the complainant and those of the owners who up to that time had not sold their interest separately were assembled for the purpose of executing the final conveyance, he, the complainant, obliged the purchasers to promise to give him for himself £1,500 over and above the sum total which had all along been understood by the contracting parties was the limit to be given in payment for the whole block. This object was accomplished very easily by the complainant and another owner (who also got £1,000 extra for himself in the same way), by simply refusing to sign the conveyance until the demand was agreed to. As the purchasers had already expended several thousands of pounds in the purchase of the interests of some of the other owners, there being also considerable sums due to some of them which did not appear likely to be paid in any other way than by sale of the land, and seeing that the purchase would be rendered incomplete by the non-signature of these persons, the purchasers seem to have been in such a position as to have no choice but to comply; and in consequence they promised to pay the complainant Henare Tomoana £1,500 more, and Karaitiana Takamoana £1,000 more, than had been originally expected, and this promise the purchasers strictly fulfilled subsequently by paying the money.

Including the sum first mentioned, £1,500, the complainant seems to have received for his interest in the Heretaunga Block value to the amount of £4,584 11s. 11d., as nearly as can be estimated, the greater part of which sum—nearly the whole, indeed—exclusive of the £1,500, was absorbed in the payment of debts previously contracted by him, and which were paid off by the purchasers, by authority of his own written orders to that effect. He does not, however, in his statement before the Commission, confine himself to the formal complaint made, as I have quoted from the Hawke's Bay Government *Gazette*, but virtually repudiates and protests against everything he has done in the matter of the sale; on almost every possible ground which could be brought against the validity of any transaction of that nature. His chief complaints are, That he acted under compulsion; that he was on one occasion compelled to sign a deed or agreement regarding the sale of the land under actual bodily fear; that the Native interpreters did not interpret deeds and papers to him, as they should have done; that he was kept in ignorance of the amount of his debts, in consequence of accounts not having been shown and explained to him; that he never, at any time, was willing to sell; with various other objections of inferior importance.

The charge of intimidation made by Henare Tomoana is, both in itself and its bearing on general credibility of his evidence, of such a serious nature, and is brought forward so circumstantially, that I think I am bound in duty to take a particular notice of it. The story is to this effect: He on a certain day, being asked to do so by the solicitor acting for the purchaser, called at the solicitor's house. Soon after his arrival one of the purchasers, who was the principal agent for the rest in the matter of the purchase of the Heretaunga Block, accompanied by his interpreter, arrived. The complainant then attempted to go away, but was prevented by the door being shut and hands being laid upon him, to prevent him from opening it. A pen was then presented to him, and a document laid before him, which he was requested to sign. He then made another ineffectual attempt to escape, and being now greatly alarmed, and, as it would appear from his story, almost desperate, thought he would bring intimidation against intimidation, and declared that although he might lose his own life, he would, before losing it, kill then and there at least one of the three persons who were endeavouring to force him to sign against his will, this, to him, very objectionable document. Finding, however, his endeavours to resist or escape unavailing, he, succumbing to circumstances, at last took the pen, signed the deed, and was allowed to depart.

After careful consideration of all the evidence bearing upon this particular charge, I am obliged to say that I think the whole story from beginning to end is a deliberate falsehood, and that the truth of the matter seems to me to be, that the complainant came to the solicitor's house by his own appointment, and with the expressed purpose of signing the agreement; that he passed the greater part of the day agreeably and in the most friendly manner with the three Europeans—the solicitor, the interpreter, and the principal purchaser—dined with them in perfect sobriety, was the first to call for the production of the agreement that he might sign it, and, having done so, departed without any dispute or disagreement whatever having arisen.

As to the minor charges which I have mentioned, I consider them either not proven, or resting only on the evidence of the complainant himself, but contradicted by witnesses, in whose veracity I am inclined to have more confidence.

PART (4).—COMPLAINT No. 96.

This complaint is made by Manaena Tinikirunga against the purchasers of Heretaunga, and is published in the Hawke's Bay Government *Gazette* as follows:—

"Complains never received payment for his share; other grantees kept the money."

The complainant in this case appears to have received for his share about £1,299 (twelve hundred and ninety-nine pounds), of which £642 4s. 6d. in cash, and the balance, £656 15s. 6d., expended by purchasers in paying the complainant's debts, by authority of his own orders: one order being to pay £594, and another to pay £65 15s. 6d. Five hundred pounds (£500) of the cash was expended by the purchasers in the purchase of an annuity for the complainant, which he is now receiving.

When before the Commissioner the complainant did not deny the receipt of the values above mentioned; the only point he laid stress on was, that he sold unwillingly, and was only prevailed upon to sell by the continuous importunity of the purchasers. He was in debt, and I think, therefore, that it is true that he was unwilling to sell, as he knew that a larger portion of the sum receivable for the land would have to be handed over to his creditors; but it does not appear he had any other means of paying his debts but by selling the land. He, however, received a present, or bonus, for himself over and above the sum which had been understood between the buyers and sellers was to have been the limit to be paid for the whole block, and this, I think, may have influenced him to sell quite as much as the importunity of the purchasers.

PART (5).—COMPLAINT No. 129.

Karaitiana Takamoana complains—

1. That the alienation of the Heretaunga Block was made under circumstances of unfair pressure by the parties complained against, or parties acting on their behalf.
2. That complainant and several of the grantees were most unwilling to part with the land.
3. That the price was greatly inadequate.
4. That the consideration was not paid to the grantees in money, but was in a great part handed over to publicans and storekeepers, whose demands arose to a great extent out of the supply of spirits and other liquors, the bills for which the grantees had in few instances an opportunity of examining.
5. The grantees were threatened with extreme measures both against person and land, to avoid which they were induced to sign deeds of sale.
6. Complainant Karaitiana Takamoana states that certain arrangements made with him as part of the conditions of sale have not been carried out.

These complaints are made against Messrs. Thomas Tanner, James Williams, J. D. Ormond, J. G. Gordon, Captain Russell, and Captain Hamilton Russell.

Complaint 1—*Unfair pressure.*—The charge made before the Commission is—first, that the complainant and several others of the grantees were threatened with legal proceedings, to recover debts due to the purchasers and others, and that in fact legal proceedings were in some instances taken against then. These proceedings appear, although undertaken, never to have been finally carried out; and when it is considered that the complainants were very heavily in debt, and without any likelihood of being able to pay within any definite or reasonable time, without selling the land, I think it very questionable if the action taken by the purchasers in instituting legal proceedings, to induce them to do so, can be considered "unfair." Certainly, I think the proceeding of the purchasers in the matter is not unfair in any sense conveying the idea of fraud or deception.

And second, under this head of unfair pressure, assertions are made by Karaitiana and some others, that Messrs. Ormond, the Superintendent of Hawke's Bay, and the Hon. Donald McLean, have made use of the influence given them by their official positions in putting a pressure on the complainant to compel them to alienate their lands. These allegations are so vague and entirely unfounded on any tangible fact, that, although necessary to mention, I am of opinion that to make any further remark would be to lend to them an importance they do not deserve.

2. "Complainant and several of the grantees were most unwilling to sell."

It seems quite evident the complainant and others were, as they say, most unwilling to sell. Selling the land appeared to involve the necessity of paying their debts, which I think was the only cause of the unwillingness.

3. "The price greatly inadequate."

The whole sum paid by the purchasers in cash, in paying grantees' debts, buying annuities for sellers, and in paying off a mortgage on the land, appears to have been about £19,920 19s. 4d. The area of the land sold is 16,785 acres. Complainant brings evidence to show that about the time of the sale of Heretaunga, or not long after, several other pieces of land in the vicinity, or in other not very distant parts of the district, were sold at a very much greater rate per acre than was given by the purchasers for the land now under question.

On the other hand, the respondents bring evidence to show, 1st. That the pieces of land quoted as having brought higher rates, were mere small allotments as compared with the area of the Heretaunga Block; that in most cases they were far more valuable, as compared to area, than the average value of the Heretaunga land, in consequence of being well covered with European grass, while the Heretaunga Block had nothing but the native herbage.

2. That about one-fourth of the Heretaunga was swamp or inferior land. That, besides these drawbacks, the land was subject to devastating floods, in one of which, besides other damage, 1,200 sheep were carried away. Mr. Tiffen also, a gentleman whom, from his long residence in the district, his acquaintance with the land itself, and his general experience, acquired both as a settler and in his official position as District Surveyor, I take to be an excellent authority on the question of value, says, in his evidence on this point, that if the land had been thrown upon the market in 1870, the date of the purchase, he does not think it would have brought £12,000. The respondents also bring evidence to show that the land was not acquired without competition; which, although the highest price actually offered by the competition was no more than £12,000,

greatly increased their difficulty in obtaining the block, and considerably raised the price they were obliged to pay for it.

From these circumstances, and taking into consideration the unsettled state of the country at that time, the risk in investing capital in the purchase of land, which might arise therefrom, as well as the price which has been generally paid everywhere to Natives for unimproved land, the purchasers contend that the price given by them for the Heretaunga Block, £19,920, was not only sufficient but liberal, and I, from all the circumstances, do not think it can be deemed inadequate.*

4. "The consideration was not paid to the grantees in money, but was handed over in a great part to publicans and storekeepers, whose demands arose, to a great extent, out of the supply of spirits and other liquors, the bills for which the grantees, in few instances, had an opportunity of examining."

It appears from the evidence that a great part of the purchase money was handed over to merchants and storekeepers by the purchasers in payment of debts due to them by the sellers of the land; but as this was done by order of the sellers themselves, as has been shown by the production of almost all the written orders in the Commissioner's Court, I do not think this should be made a ground of complaint against the purchasers. It is also true that a part, more or less, of the amount of these accounts is for spirits, a matter which, in so far as the purchasers have not supplied them, they, the purchasers cannot be called to account for. As to the Natives having had but few opportunities of examining these accounts, it appears to me from the whole evidence, that they in general were very careless on the subject, but that whenever they insisted on seeing the accounts, they were not refused the opportunity of examining them.

The written orders given by the complainants to the purchasers to pay sums to various persons to whom they were indebted, are all for precise amounts, and mostly for pounds shillings and pence, which would appear to show that either the Native sellers were perfectly acquainted with the amounts they owed, or that they had full confidence in the probity of their creditors, and were willing to accept the accounts without question.

5. "The grantees were threatened with extreme measures, both against land and person, to avoid which they were induced to sign deeds of sale."

I do not see anywhere in the evidence any appearance of threats of "extreme measures against person and land," except the expressed intention to take legal measures to recover debts by the purchasers, which I have noticed in my remarks on the charge No. 1 of unfair pressure.

6. Complainant Karaitiana Takamoana states that "certain arrangements made with him as part of the conditions of sale have not been carried out."

I cannot find that any arrangement made with the complainant by the purchasers, has not been carried out.

Part (6).—Complaint No. 133.

This is a complaint by Renata Tauihu and two others against the Native sellers, and is stated as follows:—"Land leased, mortgaged, and sold without consulting outsiders on division of money."

By "outsiders" is meant persons who have not been recognized by the Native Land Court as owners, and whose position I have described in my General Report, page 43, to which I now refer, but who, after the land has been sold, and long in the possession of the purchasers, come forward with demands against either the sellers or the purchasers.

As the rights claimed by these persons have not been acknowledged either by the Native Land Court or their own countrymen at the time of the investigation of the title to the land, I do not see where their claim to be consulted can rest; nor have I seen anything in evidence before the Commission which would cause me to think they have ever had any rights over the land, if any, more than such as "outsiders" may have, as described in my General Report, and referred to above.

Part (7).—Complaint No. 134.

This complaint, by Hohepa Te Ringanoho against the grantees, is of the same nature as the last (No. 133), that is, by "outsiders" against the Native sellers, but with the additional request that the land be returned.

From the whole evidence in the Heretaunga investigation, I am perfectly certain that these persons have never, at any time, had any rights which would authorize them under any circumstances whatever to make the above demand that the land should be returned.

Part (8).—Complaints Nos. 150, 154, 158, 180.

These complaints are made by persons calling themselves "outsiders."

I have nothing further to report on these complaints than I have already said on complaint No. 1 by Paora Torotoro against the grantees or sellers of the Heretaunga Block; and also in my remarks in my General Report to which I refer.

Part (9).—Complaint.

Tareha, one of the grantees, complained that the sum of £300 is still due to him by the purchasers on account of his share in the Heretaunga land.

It appears to me from the evidence that the whole of the sum agreed upon as the price of the complainant's share was applied by the purchasers, by authority of his own orders, to the paying off his debts; and that he received other advantages over and above the agreement.

Tareha also made the usual complaint of having been unwilling to sell, and having been very much pressed to do so. Both these statements are doubtless true. I cannot see, however, that he was unwilling to go into debt; the contrary appears to have been the case. He now founds a charge against his creditors for their importunity in pressing him to sell the land, without doing which it does not seem he had any other means of paying what he owed them in any reasonable or definite time.

* See General Report.

PART (10).

Objections were made as to the unequal division or distribution of the value paid for the land amongst the grantees; in particular, one of the grantees, Pahoro, complained that he had not received a sufficient consideration for his share or interest.

It is certain that the interests of the grantees in the land were, according to Native usage, not equal, and, as between the complainant Pahoro and Henare Tomoana, or Karaitiana Takamoana, the principal owners, very unequal; but whether the division of the value given for the land amongst the grantees has or has not been precisely in proportion to their respective interests is a question not possible to decide, seeing that the relative values of the interests of the ten grantees to each other have never been defined by the Natives themselves. The value received by Pahoro was £622. This sum was allotted to him authoritatively by Karaitiana Takamoana, one of the principal owners, and to whom seems to have been conceded by all the others the principal authority in the division of the proceeds of the sale of the land. When Karaitiana declared the amount which Pahoro should have, he (Pahoro) made no objection, but soon afterwards, though not to or in the presence of Karaitiana, signified his discontent by saying that he considered he should have had £1,000. I consider the question to be between himself and Karaitiana. The transaction was of a very usual character amongst Natives, and I do not think that it would be advisable to interfere between them, or that, under the circumstances, it would be possible for an English Court of law to decide what precise value in money would represent the interest of Pahoro in the Heretaunga Block.

F. E. MANING.

REPORT ON CASE No. XXII.

COMPLAINT No. 64.—*Ex parte* ERIHI WHAKINA AND 12 OTHERS (*Te Kiwi Block*).

This land, Te Kiwi, was leased by William Couper from the Native complainants, and both parties complain that the conditions of the lease have not been carried out. The Natives complain that they understood the terms of the lease were, that they were to occupy the land jointly with the lessee, as they had done before under some other agreement or understanding. The lessee, on the contrary states that the agreement, when the lease was signed, was, that he should occupy the land exclusively, and that the wording of the lease substantiates this view of the case.

I am, from the evidence, very doubtful as to whether these terms were interpreted fairly to the Natives, and think it not unlikely, that when the lease was signed by them they really did believe, and were led to think, that the purport of the lease was, that they should be allowed to occupy jointly with the lessee. But some of the lessors did not sign the lease, their names having been written by other Natives; this the complainants do not seem to have objected to, possibly because, at that time, they may not have been aware that exclusive possession was claimed by Couper the lessee.

The interpreter's attestation on the lease is not according with fact; and throughout the whole affair of the lease, there appears to have been the greatest irregularity, and I am not satisfied that the Native lessors were made clearly to understand what they were doing.

F. E. MANING.

REPORT ON CASE No. XXIV.

COMPLAINTS NOS. 53 AND 111.—*Ex parte* TIAKI KAINGA AND ANOTHER (*Huramua Blocks Nos. 2 and 3*).

The complainant and others sold this land to defendant, and received payment. Some two years afterwards, they applied to the Government to have the sale of the land restricted, but concealed the fact that it was already sold and paid for, and the purchaser in possession.

Under these circumstances, the restrictions were formally imposed, and in consequence of this operation the complainant demands to have the land returned, without any regard to the payment received. One of the witnesses being questioned, said, "We took the goods in payment for the land. I want to take the land, and do not want to pay for what we received for it; those goods should be sunk amongst the Maoris."

The payment given is stated altogether to have been about £1,300, a high price as compared to the area of the land. An old chief who appears to be head of the family of the complainants, declared in his evidence that the complainants have no right whatever to claim the land, and that it was fairly bought and paid for.

The complaint, I consider to be little better, if any, than an open and impudent attempt at robbery.

F. E. MANING.

REPORT ON CASE No. XXVIII.

CROWN PURCHASE No. 2.—WHENUAHOU.

This land was sold nearly twenty years ago to Mr. McLean for the Government by a Native named Hori Niania, who went to Wellington from Napier for that purpose. The transaction was soon

afterwards objected to by the Natives of his family and others, who declared that he had exceeded his authority or rights in what he had done. This, it appears from the evidence, caused a difficulty about the survey and taking possession by the Government: to remove which, Mr. McLean, on the occasion of the purchase of an adjoining piece of land called Porangahau, came to an arrangement with them, which seems to have been satisfactory, as the land was afterwards surveyed, and part of it sold by the Government without further opposition being made.

I found the investigation of this case difficult, from the conflict of evidence and complication in the circumstances, and I still think that it is just possible that the Natives may in some degree have misunderstood the arrangement made with them by Mr. McLean, by which their opposition was removed; but as they have received a considerable advantage from that arrangement, and as, under the supposition of the purchase of the Whenuahou lands remaining still imperfect, the Government would not have received any advantage at all, nor would have had any motive for making the arrangement I have noticed, I can only come to the conclusion that, notwithstanding any trifling misunderstanding which may possibly have existed between the parties, the purchase of Whenuahou is good, and the complaints made are a reiteration of those formerly made, and which have been virtually settled.

F. E. MANING.

HAWKE'S BAY NATIVE LANDS ALIENATION COMMISSION.

REPORTS BY MR. COMMISSIONER HIKAIRO AND MR. COMMISSIONER WHEORO.

[See Note prefacing the series of Reports by the Chairman. There are no Reports by the Native Commissioner on the following unimportant cases, Nos. V., VII., XII., XV., and XXXIV.

GENERAL REPORT BY MR. COMMISSIONER HIKAIRO.

I WENT to Hawke's Bay in accordance with the instructions of Parliament that I should go to inquire into the complaints of the Maoris of that Province, which they had sent in to the Government on the subject of sales and other dealings affecting land.

Very many complaints were sent in by the Natives of the said Province to us, but we were not able to inquire into them all, because our Chairman had to leave in order to attend to his duty as Judge of the Supreme Court; however, even had we continued to sit and consider the complaints laid before us, I think we could not have finished within a year.

The complaints of the people of the said Province in the matter of certain old Government land purchases which are set forth in the Schedule to "The Hawke's Bay Native Lands Alienation Commission Act, 1872," were all inquired into by us.

I shall deal in the first place with the complaints against the Government.

I consider that those complaints really arise from agreements made between the Natives and the Government Land Purchase Commissioners, at the time when the lands were purchased, which agreements have not been carried out; but it was not clear to me whether the objections to those complaints should be made by the General Government, the Provincial Government, or by the Land Purchase Commissioners. Some of these complaints were not proper ones to make.

I shall now refer to the complaints about land purchased after the passing of "The Native Lands Act," but first allow me to say that the Maoris of Hawke's Bay are in great distress on account of the want of land.

The Maoris who appeared before us stated that the great distress under which they were suffering was caused by the operation of "The Native Lands Act;" but it is my opinion that long before the Act was passed the Europeans of that Province had laid their plans for the acquisition of the land of their Maori friends, because prior to the passing of any Native Lands Act much land had passed into the possession of the Europeans under lease, and on that account the large blocks of land were not divided and granted in portions, the lessees being afraid that their leases would be disturbed. That I consider to be the source from which the trouble in which these people are has arisen.

I admit there is some force in the argument against the Native Lands Act, because through that it was no use for the careful people to exercise care, and any objections raised could not be sustained. For the care and the objections were not in reference to merely one portion of land, but to all the land claimed by the tribe or hapu.

However, the Native Lands Act is in operation over the whole Colony, and not in Hawke's Bay only; but it is worked differently by the Europeans in the other Provinces with regard to their Maori friends. That is a reason why I think that it was a planned thing on the part of the Europeans of that Province, so that they might get all the land of their Maori friends.

There are many matters which I can point out to you to show the difference between the Province of Hawke's Bay and all other parts of this Island.

First, The mode of purchasing the lands, the complaints affecting which we investigated.

1. The purchases were conducted in this way: The storekeepers in the first place gave goods on credit to grantees of land, and afterwards asked that the land should be sold to them for a very small price. The owner of the land might desire to keep it, but what could he do, being in fear about his debts, and so he agreed to sell.
2. The negotiations for lands which we dealt with were conducted with the grantees separately, sometimes on the roads, in some cases in public-houses, in some cases in the bedrooms of the owners, and also when they were sick.
3. The signatures were also obtained separately; in like manner as they were urged [to dispose of their lands].
4. The grantees were continually urged to sell, and the purchasers only stopped teasing them when consent to sell was given.

Now sales of land in other districts are differently managed. The commencement of land purchasing is not to give goods on credit; but the European or Europeans desiring to purchase land first call all the grantees together in one place, and then the interpreter explains the conditions of the proposed purchase, so that all may know. If all the owners agree to sell, then they all sign the conveyance, and then, at the same time, the price agreed upon is paid over by the European or Europeans purchasing, in the sight of every one. In cases where some are for and some against selling, then they ask for a subdivision of the land between those who wish to sell and those who do not, and then three documents are executed, one by the sellers agreeing to sell, one a statement by them that they will not

claim within the unsold portion, and one by the non-sellers stating that they will not expect any share of the money for the portion to be sold. Now there was nothing of this sort in the cases heard before us.

Second, Mortgages.

I was much surprised at the knowledge displayed by the Natives of Hawke's Bay on this subject; but I am of opinion that it was the Europeans of that Province that taught their Maori friends that work, without explaining to them the bad effects of the mortgaging system. They only showed them the pleasing portions, and that is why the Maori people of Hawke's Bay have been so anxious to deal with their lands in that way. If full explanations of the full force and effect of mortgages had been made to them, they would not so hastily have rushed to destruction.

There were certain old men and women who came before the Commissioners, and stated that they did not know the effect of the mortgage deeds; but the interpreters stated that these witnesses did know very well. I carefully sought for the reason which prompted those interpreters to assert that the said witnesses knew the full force and effect of such deeds, which contain many technical legal expressions which are not clear to the majority of Europeans.

I believe that it is true that these witnesses did not know, because many copies of the translations into Maori of such deeds were produced before the Commission; and when I saw them I came to the conclusion that it was not to them that the Maoris gave their assent, but that the interpreters made other statements to induce these people to give their consent.

Third, Interpreters being taken from Napier to Wellington for interpreting work by storekeepers and land-buyers, without regard to expense.

I carefully sought to ascertain their motive for this cause, and I consider it was that these interpreters were such adepts in the work of deceiving the people, and it was feared lest other interpreters should give full explanations of the terms of the deeds, for there are plenty of certificated interpreters at Wellington who could easily have interpreted those deeds for a small fee.

I wish also to make a statement with regard to the interpreters of the said Province.

Most of the conveyances, mortgage deeds, or other documents which were produced before the Commission were interpreted by two individuals, who are brothers. Neither of these men would, in my opinion, be afraid of the other, they being brothers, no matter what sort of interpretations each might give.

Then there is the course of action which these interpreters take.

The interpreters act only for the lessees and storekeepers, and do not assist the Maoris, nor do they assist Europeans who may come to buy land in that Province. I think that that is one cause of the trouble which has come upon the Natives of that Province, and it is through the interpreters.

Then there is the ignorance of most of the Maoris of Hawke's Bay in regard to European matters. If they had known what to do, they would have gone to the ordinary Courts to get redress for their grievances, and then they would not have suffered so much.

There are many other points which I had desired to refer to, but I do not wish to take up too much time.

WIREMU HIKAIRO,
Commissioner.

TINO WHAKAATURANGA WHAKAARO.

Kua haere ahau ki te Porowini o Haaki Pei i runga i te whakahau a Te Paremata kia haere ki te ata rapurapu i nga tikanga o nga whakahe a nga tangata Maori o tena Porowini i tuku ai ki te Kawanatanga mo nga hokonga whenua me era atu mea hoki e tau ana ki taua tu mea ki te whenua.

Ka nui hoki nga tono whakawa i kitea e ahau mo taua tu mea ano he mea tuku mai e nga tangata Maori o taua Porowini hei tirotirohanga ma matou. Heoi kihai i oti katoa i a matou aua tono te tirotiro i te maha rawa, tetahi hoki i rite te wa hei mahinga ma to matou Tumuaki ki nga mahi o nga takiwa o tona Tumuaki Kaiwhakawatanga; otiia, ki taku whakaaro me i tohe tonu ano matou ki te tirotiro i aua tono ekore ano e pau i he tau kotahi.

Ko nga tono whakahe katoa a etahi o nga tangata o taua Porowini ano mo etahi o nga hokonga whenua o mua a te Kawanatanga ara ko nga mea ano i tuhia ra nga ingoa ki roto i te "Ture Komihana rapu tukunga whenua o Haaka Pei, 1872." Engari i oti katoa i a matou te tirotiro.

Ko te waahi tuatahi hei korerotanga atu maaku ko nga tono whakahe mo te Kawanatanga.

Ki taku titiro ko te tino take o aua whakahe kei runga i etahi kupu i whakaaetia e nga tangata Maori ratou ko nga Kaihoko whenua a te Kawanatanga i te wa i hokona ai aua whenua kihai i whakaotia kia oti; otiia kihai i marama i a au te kaiwhakakore i aua kupu, na te Kawanatanga Nui ranei, na te Kawanatanga ranei o te Porowini na nga Kaihoko ano ranei. Na ko etahi o aua tono whakahe, kihai i tika.

Ka ahu tenei taku korero mo runga i nga tono whakahe mo nga hokonga whenua o muri mai o te mahinga o te "Ture Whenua Maori." Heoi me maatua whakaatu ahau ki a koutou i tenei kupu, ara ka nui te mate o nga tangata Maori o te Porowini o Haaka Pei i te whenua kore.

Ko te ki tonu a nga tangata Maori i whakaatu mai ai ki a matou i te Kouti, ko te take i nui rawa ai to ratou mate na te "Ture Whenua Maori." Otiia ki taku whakaaro, mahi rawa ake ano te Ture Whenua kua takoto noa atu ano te whakaaro a nga Pakeha o tena Porowini kia riro katoa i a ratou nga whenua o o ratou hoa maori; ina hoki, kiano te Ture Whenua Maori i hanga, kua maha noa atu nga whenua kua riro i nga Pakeha i runga i te tikanga Reti ko tena hoki te take i kore ai e taea te whakatakirua takitoru ranei Karauna Karaati mo nga whenua nunui, he whakaaro no nga Kai utu Reti kei rarurarau a ratou Reti. Na e mea ana ahau, ko tena ano te huarahi tuatahi atu o te mate ki tena iwi.

Otira he tika ano tetahi waahi o taua kupu whakahe mo te Ture Whenua Maori, te waahi tika, na tera i kore ai e whai tikanga te tupato o te tangata tupato, i kore ai ano hoki e whai mana te whakahe a te tangata whakahe. No-te-mea hoki, ko te tupato me te whakahe a te tangata whakahe, ehara i te mea e tupato ana, e whakahe ana ranei mo tetahi wahi anake. Engari ko taua tupato ko taua whakahe mo runga katoa i te whenua e kiia ana no ratou katoa ko tona Iwi, Hapu ranei.

Heoi ehara i te mea i mahia ki tena Porowini anake taua Ture engari ki tenei motu katoa. Na rere ke ana te whakahaere o nga Pakeha o era atu Porowini ki o ratou hoa maori i te whakahaere a nga Pakeha [o Haaka Pei] koia ahau i whakaaro ai he tikanga whakatakoto ano na nga Pakeha o tena Porowini kia riro katoa i a ratou nga whenua o o ratou hoa maori.

He maha nga mea hei whakaaturanga atu maku ki a koutou i te rerengaketanga o te ahua o taua takiwa i era atu takiwa i kite ai ahau o te motu nei.

Mea tuatahi. Ko te ahua o nga hokonga o nga whenua i oti nei i a matou te tirotiro.

1. Ko te ahua o nga hokonga whenua, maatua tuku ai e nga Kaihoko toa he nama ki nga tangata maori whai Karauna Karaati. Kei muri iho ka tonoa te whenua kia hokona mo te moni iti noa iho. Tera ano te ngakau pupuri kei te tangata i tona whenua me pehea i te wehi ki ona nama, whakaae noa atu.
2. He mea tohe takitahi anake te tohenga o nga whenua i kitea nei e matou i te Kouti, etahi, tohe ai i nga huarahi, etahi i nga Paparakauhe, etahi i waenga mahinga, etahi i nga whare moenga, etahi i te mea e turorotia ana te tangata.
3. He mea tuhi takitahi; pena ano te tikanga me to te tohenga.
4. He tohe tonu ki te tono, ahakoa pupuri ka tohe tonu ki te tono, kia whakaae ra ano katahi ka mutu te tohe.

Ki ta etahi takiwa hoki o te motu nei ki tana hoko. Kaore he tatataranga o te hoko whenua ki te nama taonga, engari e maatua karangatia ana e te Pakeha e nga Pakeha ranei e hiahia ana ki te hoko i te whenua nga tangata katoa o roto i te Karauna Karaati kia huihui ki te waahi kotahi, ko reira ka korero ai te Kaiwhakamaori i nga tikanga katoa o te hoko kia rongo te katoa. A ki te pai katoa aua tangata ki te hoko, ko reira ano ratou tuhituhi katoa ai i o ratou ingoa ki te pukapuka o te hoko, a ko taua wa tonu ano hoki te Pakeha, nga Pakeha ranei hoatu katoa ai i nga moni i whakaritea hei utu mo taua whenua ki te aroaro o ratou katoa. Otiia ki te mea ko etahi anake i pai ki te hoko, ko etahi kihai i pai katahi ka kiia kia waahia te whenua, ko tetahi waahi mo te hunga i pai ki te hoko, ko tetahi mo te hunga kihai i pai, ka tuhituhia hoki kia toru nga pukapuka, ko tetahi o aua pukapuka he whakaaetanga na te hunga i pai ki te hoko i to ratou waahi ki te Pakeha, ko tetahi he whakaaetanga na taua hunga ano, ekore ratou e whai tikanga ki te waahi i toe o taua whenua, ko tetahi he whakaaetanga na te hunga kihai i pai ki te hoko, ekore ratou e whai tikanga ki nga moni utu o te waahi i hokona. Na, kihai i kitea tetahi tikanga pena i roto i nga whenua i oti nei i a matou te tirotiro.

Mea tuarua. Ko te Mokete.

He mea miharo ki a au te mohiotanga o nga tangata maori o tena Porowini ki tena mahi; otiia ki taku whakaaro, na nga Pakeha ano o taua Porowini i mea kia mahi pera o ratou hoa maori, engari kihai nga wahi mate o taua tikanga i whakaaturia. Heoi nga mea i whakaaturia atu ko nga waahi pai anake; ki taku whaakaaro ko te take tena o nga tangata Maori o taua Porowini i tino hiahia ai ki te mahi i i taua tikanga. Mei tino whakamaramatia atu ki a ratou nga tikanga katoa o taua mahi, ekore ratou e tino whakamomori ki te mate.

Tera etahi kaumatua etahi ruahine i tae mai ki te te Kouti ki te whakaatu mai ki a matou kihai ratou i mohio ki nga tikanga o nga pukapuka mokete, engari ko te Kaiwhakamaori i ki i tino mohio ano aua kaikorero. A he nui taku rapu ki te take i ki ai te Kaiwhakamaori i tino mohio ano ena kaumatua, ena ruahine Maori ki nga nga tikanga o roto i ena tu pukapuka he maha nei nga kupu Roia kaore nei e tino marama i te tini o te Pakeha.

Na ki taku whakaaro, he pono, kihai i mohio, ina hoki he maha nga tauira o nga whakamaoritanga o aua tu pukapuka i whakaaturia mai ki te Kouti, a ko taku whakaaro tonu iho i taku kitenga i aua whakamaoritanga ehara i te mea mo ena te whakaaetanga a nga tangata Maori, engari tera ke atu nga kupu whakamarama a te Kaiwhakamaori i whakaatu ai, a na era i whakaae ai.

Mea tuatoru. Ko te kawenga atu o nga Kaiwhakamaori e nga Kaihoko toa ratou ko nga Kaihoko whenua i Nepia ki Weringitana mo runga i te mahi whakamaori anake, ahakoa nui te utu.

He nui taku rapu ki te take i pai rawa ai ratou ki te pena, heoi ki taku whakaaro he nui no te mohio o aua Kaiwhakamaori ki te whakaware i te ngakau tupato o te tangata, tetahi, he mea kei whakaaturia katoatia e era atu Kaiwhakamaori nga tikanga o nga kupu i tuhia ki nga pukapuka, ina hoki, he tokomaha ano nga Kaiwhakamaori whai raihana o tena kainga o Weringitana, a tera e taea noatia atu e aua Kaiwhakamaori te whakamaori aua pukapuka mo te utu iti noa iho.

Tenei tetahi o nga mea hei korerotanga atu maaku ko nga Kaiwhakamaori o taua Porowini.

Ko te nuinga o nga pukapuka hoko, mokete, pukapuka i whakaaturia mai ki te Kouti, na te hunga tokorua anake i whakamaori; taua hunga, he teina he tuakana. Taku whakaaro mo tenei, kaore tetahi e wehi ki tetahi ahakoa pehea pehea a raua whakamaoritanga no te mea, he teina he tuakana raua.

Tenei ano tetahi ko te ahua o te mahi a nga Kaiwhakamaori.

Te ahua o te mahi a nga Kaiwhakamaori, he whakahaere anake i te taha ki nga kai utu reti ratou ko nga kaihoko taonga kaore e whakahaere i te taha ki nga Maori ratou ko etahi atu Pakeha e hiahia ana ki te hoko whenua mo ratou ki tena Porowini. Ko taku whakaaro, ko tetahi take ano tena o te mate o nga tangata maori o tena Porowini, na nga Kaiwhakamaori.

Tenei tetahi, ki taku titiro ka nui te kuware o te tini o nga tangata Maori o tena Porowini ki nga tikanga Pakeha. Ina hoki me he Iwi mohio kua haere ratou ki nga Kouti whakawa hara tono ai kia whakawakia o ratou matenga, penei ekore ratou e tino mate.

Tera atu te maha o nga mea hei tuhituhinga atu maku, heoi he whakaaro kei pau katoa te taima i a au te whakaroa.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. I. (1.)

(1.) PAPAKURA.—Paora Torotoro, Complainant.

Paora Torotoro complained against the grantees of this land, because those whose names were not in the grant did not share in the proceeds of the land, he having a claim there according to Native custom. Tareha admitted Paora Torotoro was right in blaming the grantees, but stated that as Paora Torotoro belonged to Karaitiana's party, he (Tareha) gave Karaitiana £1,000 for all Karaitiana's people.

We believe Paora Torotoro to be right, but Tareha and Karaitiana were to blame. Besides the complainant made a mistake in not asking Tareha at the time for a share of the proceeds of the land.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. I. (1.) PAPAKURA.—Paora Torotoro, Kaitono.

Ko te tono a Paora Torotoro, e whakahe ana ki nga tangata o te Karaati o tenei whenua mo to ratou korenga e whiwhi no to te hunga o waho ki tetahi waahi o nga moni utu o taua whenua no te mea he paanga ano tona ki reira e runga i te tikanga Maori. I whakaaetia e Tareha, e tika ana te whakahe a te Kaitono engari i mea a Tareha ko Paora Torotoro no te taha ki a Karaitiana Takamoana, a e hoatu e ia kotahi mano (£1,000) kia Karaitiana; ki taua, ko tera mano (£1,000) i hoatu e ia, ma nga tangata katoa o to Karaitiana taha.

Ki ta maua whakaaro, e tika ana te tono a Paora Torotoro, engari no Tareha raua ko Karaitiana te he. Tetahi no te Kaitono ano, kihai hoki ia i whai kupu ki a Tareha i tera wa kia homai tetahi waahi o nga utu o taua whenua ki a ia.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. I. (2.)

(2.) WAIKAAHU.

In this case Paora Torotoro appeared to complain against the grantees for not giving him a share of the price of the land.

On examination of Paora and his witnesses it was discovered that his name was in the grant, and that he got part of the proceeds. One of his witnesses stated that he actually saw him get £70, another stated that he knew that the applicant got £270. The applicant signed the deed of conveyance.

On considering the evidence given by the complainant and his witnesses, we consider that he was not right to complain against the grantees.

It rests with Giffard to give back part of the land for the balance of the money to the applicant or not.

Waka Kawatini also made a complaint about this land; he was heard, but failed to make out a case.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. I. (2.)—WAIKAAHU.

Ko te tono a Paora Torotoro mo tenei whenua, he whakahe ki nga tangata o roto i te Karauna Karaati, te take, kihai ia i whiwhi ki nga moni utu o taua whenua.

I te wa i tu ai ratou ko ana kai korero ki te Kouti whakaatu korero ai mo taua whenua, ka kitea, ko taua Kaitono ano tetahi o nga tangata i tuhia ki roto o te Karauna Karaati mo taua whenua, i whiwhi ano ia ki nga moni utu mo reira. Ki te ki a tetahi o ana kaikorero i tino kite ia i te rironga o te whitu tekau pauna (£70) i taua Kaitono. Ki te ki a tetahi e mohio ana ia ko te nui o nga moni i riro ki te Kaitono e rua rau i whitu tekau (£270). I tuhi ano te Kaitono i tona ingoa ki te pukapuka o te hokonga.

No runga i a ratou korero ko ana kaiwhaki i whakaatu mai ai ki te Kouti i whakaaro ai maua kaore e tika tona whakahe ki nga tangata o roto i te Karaati.

Kei a Tipata te whakaaro ki te whakahoki atu i tetahi waahi o te whenua, mo nga moni toenga ki te Kaitono, ki te kore ranei.

I tuku tono mai hoki a Te Waka Kawatini ki nga Komihana mo taua whenua ano, a whakarangona ana ana korero, heoi kihai maua i marama ki nga korero a te Kaitono mo tenei whenua.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. I. (3.)

3. POKONAO (Waikaahu Block).—Paora Torotoro, Complainant.

Report on this case the same as that on Waikaahu.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. I. (3). Pokonao (Waikaahu Block).—Paora Torotoro, Kaitono.

Ko a maua whakaaro mo tenei tono kei roto katoa i nga korero mo Waikaahu.

Wiremu Hikairo, Komihana.
Wiremu Te Wheoro, Komihana.

REPORT on CASE No. I. (4.)

(4.) Taheke and Te Karaka (Hikutoto).—Paora Torotoro, Complainant.

Paora Torotoro appeared to complain against the grantees of these blocks, because they gave him no part of the purchase money.

When he gave his evidence before the Commission, it was discovered that he got £100 on account of Te Taheke, and £10 on account of Te Karaka.

We consider that the complainant had no ground of complaint.

Wiremu Hikairo, Commissioner.
Wiremu Te Wheoro, Commissioner.

No. I. (4.) Taheke and Te Karaka (Hikutoto).—Paora Torotoro, Kaitono.

Ko te tono a Paora Torotoro mo enei whenua he whakahe ki nga tangata o roto i te Karauna Karaati i mea ia kihai ia i whakawhiwhia e aua tangata ki tetahi waahi o nga moni utu o enei piihi whenua.

Heoi no tona tunga ki te Kouti whakaatu korero ai mo runga i aua tono ka kitea ko nga moni utu mo te Taheke i riro kia ia £100, ko nga moni utu mo te Karaka £10.

Na ko ta maua whakaaro kaore he tikanga i tuku kau ai te Kaitono i tana tono.

Wiremu Hikairo, Komihana.
Wiremu Te Wheoro, Komihana.

REPORT on CASE No. II.

Pahou.—Morehu, Paora Torotoro, Hoera Paretutu, Matiu Tamanuwhiri, Turuhira Heitoroa, Complainants.

Morehu appeared to complain against R. D. Maney, and stated that he had not sold his portion of the land.

This complainant is a very old man, but he stated most positively that he got no goods or anything from that European on account of this land. He repudiated the mark which appears beside his name, and said he had never made that mark.

Paora Torotoro also complained of that European for not giving him the £100 which was promised to him, and which was the inducement for him to sign the deed. He did not sign for the £400 only.

This complainant said that he made many applications to that European for the £100, without getting it. Because he did not get it, he went in for getting goods on credit. He said that he did not know what was being done by the other grantees.

Hoera Paretutu, Matiu Tamanuwhiri, and Turuhira Heitoroa appeared to complain against those who mortgaged the land. They said they did not execute the mortgage deed, and they applied to have their piece of land cut off from the rest. The complainants were of both sexes and were very old.

Tareha stated that some of the grantees had executed a mortgage. He supported the evidence of the applicants.

Paraone Kuare stated that Martyn Hamlin, interpreter, went many times to the grantees of this land to get them to sign a deed of conveyance or mortgage, also that he (Paraone) did not see the execution of the deed, and that he did not see, nor did he know of, any of the other grantees besides himself having got goods from Maney.

Utiku Paeata stated that according to Maori custom there were twenty persons interested in this land who had suffered injury by the provision in the Act that the names of only ten persons shall be inserted in the Crown grants. Further, they had not received any of the proceeds of the land. He believed that Maney had not got the whole of the land; there was a balance left, and he applied that they should get the said balance.

I will now give my opinion on this case.

I believe Paora Torotoro's statement that he made frequent applications to Maney without success, and that through that he went in for getting goods on credit. It was also found, through the numerous complaints which were made against that European, that he was in the habit of holding back money, so as to compel the Maoris to go to him in order to get goods on credit.

I believe also the statements of Hoera Paretutu, Matiu Tamanuwhiri, and Turuhira Heitoroa. They said that they had got no goods on account of this land, and I did not see the names of these applicants in Maney's accounts. My opinion on Morehu's statement is the same as on the foregoing.

This transaction was not quite fair. The grantees were not assembled in one place to sign their names.

It will be for Parliament to consider the statement made by Utiku Paeata.

Wiremu Hikairo, Commissioner.

No. II.—Pahou.—Morehu, Paora Torotoro, Hoera Paretutu, Matiu Tamanuwhiri, Turuhira Heitoroa.

Ko te tono a Morehu he whakahe ki a Miini (R. D. Maney) he ki kaore ano tona waahi i hokona.

Ko te Kaitono, he tino koroheke. Otiia i tino kaha te whakaatu mai a taua koroheke kaore rawa he taonga aha ranei o taua Pakeha i riro ki a ia. I tino whakahe hoki ia ki te tohu e tuhi ana i waho atu o tona ingoa, i mea kore rawa ia i tuhi pera.

Ko te tono a Paora Torotoro he whakahe ano ki taua Pakeha mo te korenga i hoatu ki a ia o te £100 i kiia mana, ko te take hoki tera i tuhi ai ia i tona ingoa ki te pukapuka o te hoko, ehara i te mea mo te £400 anake. Ko te mahi tonu a te Kaitono e ai ki tana ki, he tono tonu ki taua Pakeha kia hoatu te £100 ki a ia, kore rawa e hoatu, a na te korenga tonutanga e hoatu ka tahuri ia ki te nama. I ki hoki ia kaore hoki ia i mohio ki nga meatanga a era atu tangata o te Karaati.

Ko te tono a Hoera Paretutu a Matiu Tamanuwhiri, a Turuhira Heitoroa he whakahe ki nga tangata i mokete he ki hoki kore rawa ratou i tuhi ki te pukapuka mokete, hoko ranei a e tono ana kia wehea to ratou nei waahi. Ko te ahua o nga Kaitono, he koroheke he ruruhi.

Ko nga korero a Tareha he whakaatu kua mokete etahi o nga tangata o te Karaati o tenei whenua, he whakatika hoki i nga korero a nga Kaitono.

Ko nga korero a Paraona Kuare he whakaatu i te mahi haere tonu o Matene Hemara, Kaiwhakamaori, ki te tohe ki nga tangata o te Karaati o tenei whenua kia tuhituhi i o ratou ingoa ki te kukapuka hoko, mokete ranei. Ki tana kihai ia i kite i te tuhinga. I mea hoki ia kihai ia i kite i mohio ranei ki te rironga o etahi taonga o Miini i era atu tangata o te Karaati o tenei whenua, heoi tana i mohio ko nga taonga i a ia.

Ko nga korero a Utiku Paeata he whakaatu e rima tekau ratou nga tangata e pa ana ki tenei whenua i runga i te tikanga Maori e noho mate ana i te Ture mo te Karauna Karati kia tekau anake tangata mo roto. He whakaatu hoki, kore rawa etahi utu o taua whenua i riro ki a ratou. Ki taana, kihai tenei whenua i riro katoa i a Miini kei te toe ano etahi waahi, a e tono ana kia whakaurua ratou ki aua waahi.

Na ko aku whakaaro mo nga korero o tenei whenua, koia enei:

E whakapono ana ahau ki te ki a Paora Torotoro: Tana mahi he tono tonu ki a Miini i te £100 kaore e homai, a na taua mahi pupuru tonu, ka tahuri ia ki te mahi nama: I kitea hoki i runga i te maha o nga whakahe mo taua Pakeha, ko tona mahi tonu tera he kaiponu i nga moni kia tahuri ai te tangata ki a ia nama taonga ai.

E whakapono ana hoki au ki nga korero a Hoera Paretutu a Matiu Tamanuwhiri a Turuhira Heitoroa. I mea kore rawa he taonga i riro ki a ratou mo tenei whenua, kihai hoki nga ingoa o aua Kaitono i kitea e au i roto i nga pukapuka nama a Miini. Pena ano hoki taku whakaaro mo Morehu.

Kihai i tino tika te hokonga o tenei whenua. Ehara hoki i te mea he mea ata huihui nga tangata o te Karauna Karaati ki te wahi kotahi hei reira ka tuhituhi ai nga ingoa ki te pukapuka o te hoko.

Kei te Paremata he tikanga mo te korero a Utiku Paeata.

Wiremu Hikairo, Komihana.

REPORT on CASE No. III.

Waitanoa.—Tareha Te Moananui, Complainant.

Tareha appeared to complain against the Hon. H. R. Russell, for not carrying out certain covenants agreed to at the time of the sale.

The evidence shows that Mr. F. Sutton conducted the negotiations for this purchase, and that he promised that "the trees and firewood were not to be included in the sale of the land," or in other words, that Tareha was to have them.

Sutton said that Mr. Henry Russell was told of this, and he admitted that he had been told; but he declined to agree to it, because there was nothing about it in the conveyance.

Mr. Russell has agreed to execute a deed, under which the trees and firewood will pass into the possession of the complainant.

1. I consider Tareha's complaint to be a proper one, because certain agreements entered into at the time of the sale were not carried out.

2. Mr. Russell was not present when they were made, but only the agent for the purchase and an interpreter were there, and they completed the purchase.

3. The fault lies with the agent and the interpreter, because they knew that the above conditions were not set forth in the conveyance when they agreed to them.

4. They gave their consent as an inducement for the complainant to sign his name to the deed, and to gain credit from the man for whom the land was to be.

5. The agent for the purchase should pay Tareha for the trees used and those which rotted.

Wiremu Hikairo, Commissioner.

III.—Waitanoa.—Tareha Te Moananui, Kaitono.

Ko te tono a Tareha he whakahe ki a Henare Rata (H. R. Russell) mo te korenga kihai i whakaotia nga tikanga i whakaaetia i te hokonga.

I runga i nga korero ka kitea ko te kaiwhakahaere o te hokonga o tenei whenua ko Tatana (F. Sutton) ka kitea hoki, i whakaaetia ano e taua kaiwhakahaere, "Ko nga rakau me nga wahie me kape ki waho o te hokonga" ara me waiho ki a Tareha.

Ki te ki a Tatana i whakaaturia ano aua kupu e ia ki a Henare Rata, i whakaae ano taua H. Rata i whakaaturia ano aua kupu engari ko te take i kore ai ai e whakaae he kore no aua kupu i tuhia ki roto i te pukapuka o te hoko.

Heoi kua whakaaetia e Henare Rata kia hanga tetahi pukapuka hei whakahokinga i nga rakau me nga wahie ki te Kaitono.

1. Na ki taku whakaaro e tika ana te tono a Tareha, kihai i whakaotia nga tikanga i whakaaetia i te hokonga.

2. Kihai a Henare Rata i uru ki aua whakariteritenga engari ko te kaiwhakahaere anake o te hoko raua ko te kaiwhakamaori i reira, oti noa te hoko.

3. No te kaiwhakaere o te hoko raua ko te kaiwhakamaori taua he, ina hoki i mohio ano raua kaore aua kupu i tuhia ki te pukapuka o te hoko, heoi whakaaaetia ana.

4. I whakaaetia ai, hei mea e tuhi ai te Kaitono i tono ingoa ki taua pukapuka e whakapaingia ai hoki raua e te tangata mona taua whenua.

5. Ma te kaiwhakahaere o te hoko e utu ki a Tareha nga rakau i pau me nga rakau i pirau.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. IV.

WHARERANGI.—Paora Torotoro and Waka Kawatini, Complainants.

Paora Torotoro and Waka Kawatini complain of Mr. Kinross, because they did not receive rent for this land for six years.

This land was set apart for the Natives by the Government at the time of the sale of the bulk of the land, and it was subsequently adjudicated upon by the Native Land Court, and a Crown grant was issued to Paora Torotoro and others. After the Court had dealt with it, the grantees leased the block to Mr Kinross, at an annual rental of £270.

Paora Kaiwhata stated that this land had been leased to Colonel Whitmore and Mr. Alexander before the Native Land Act was passed, and he stated the rent was also paid regularly during that period.

Paora Torotoro stated that when this land was leased, he and his party commenced to take goods on credit from the lessee. They ran up a score of £700, and then the lessee said to them, "If you are willing to reduce the rent to £100 a year, I will cancel your debt to me." Paora and his party agreed to this proposal, and after that they again began to get goods on credit from the lessee.

We do not think this complaint should be entertained, because the complainants themselves ran into debt, and therefore the rent was stopped.

Te Waka Kawatini's statement was not clear to us.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

IV.—WHARERANGI.—Paora Torotoro, Waka Kawatini, nga Kaitono.

Ko nga tono a Paora Torotoro raua ko Te Waka Kawatini he whakahe kia Kenerohi mo te korenga o nga utu reti mo tenei whenua i roto i nga tau e ono e puta ki a ratou.

Ko tenei whenua, he wahi i waiho e te Kawanatanga mo nga tangata Maori i te wa i hokona ai te nuinga o te whenua, no muri mai, ka whakawakia e te Kouti Whenua Maori, a whakaputaina ana he Karaati ki a Paora Torotoro ratou ko etahi atu. No muri iho i te otinga i te whakawa ka retia e te hunga i Karaatitia ra ki a Kenerohi mo te £270 te utu reti i he tau.

I whakaaturia mai e Paora Kaiwhata ko tenei whenua, he whenua retinga ano ki etahi Pakeha ko Te Witimoa raua ko Hanara nga ingoa i mua atu o te Ture Kouti Whenua Maori a ki tana ki, i puta pai tonu nga utu reti i tena wa.

Ki te kupu a Paora Torotoro ka oti te tukunga o tenei whenua ki te reti ka timata hoki ta ratou mahi nama ko ona hoa ki te Kaiutu reti. Hui katoa nga utu mo nga nama e whitu rau (£700) katahi te Kai utu reti ka mea atu ki a ratou. "Ki te mea ka pai koutou ki te whakahoki iho i te utu mo te reti ki te rau kotahi (£100) mo te tau, ka whakakorea noatia iho a koutou nama e ahau." Na whakaaetia ana e ratou ko ona hoa taua tono a te Kaiutu reti, no muri iho i tena whakaritenga ka tahuri ano ratou ko ona hoa ki te mahi nama ki te Kaiutu reti.

Ko ta maua whakaaro, kaore e tika tenei tono ina hoki ko ratou ano ki te puku nama koia e kore ai nga moni utu reti e puta ki a ratou.

Ko te korero a te Waka Kawatini kihai maua i marama.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. VI.

KOROKI.

This land was adjudicated upon by the Native Land Court, and a Crown grant issued in the names of ten persons.

After the said Court had made the award in favour of the ten persons, they sold the land to a European for £300.

Mr. W. A. Cannon and his wife, Hokomata, complained to the Commissioners in respect of this land. They complained of the person who paid the £300.

The complainants appeared before the Commissioners to give evidence in the matter of their complaint.

Mr. Cannon stated:—"Hokomata was one of the grantees of that block. The said Hokomata was legally married to me by a Catholic priest, and the land has been sold by all to a European for £300. All that my wife got for her interest in the land was £2."

Hokomata also appeared before the Commissioners, and said: "I wanted money, and therefore I executed the conveyance. I received £2 in consideration of my interest in that land. Heipora *alias* Hine Paketia told me when she gave me £1 out of the £2, that it was to satisfy my claim as a grantee of that land; but I did not reply to that word of hers."

That woman, Hokomata, also stated that she had as much right as Te Hapuku and others to lands in the Crown grants of which Te Hapuku's name is placed.

None of the other grantees appeared before the Commissioners to make any statement with regard to the evidence of the complainants.

This is my opinion on the whole of the evidence given by the complainants before the Commissioners anent this land:—

1. The Parliament of New Zealand knows what is the law with regard to a European man who is legally married to a Maori woman.
2. When the land was passed through the Native Land Court, the Court did not take any steps to ascertain the amount of the interest of each of the persons whose names were placed in the Crown grant.
3. The sum of £2, which was paid to extinguish the interest of Hokomata in that land, was too small.

WIREMU HIKAIRO, Commissioner.

VI.—KOROKI.

Kua oti tenei whenua te whakawa e te Kouti Whenua Maori. Kua whakaputaina he Karauna Karaati ki nga tangata kotahi tekau.

I muri iho o te whakaputanga a Te Kouti i tana kupu whakatau i taua whenua ki nga tangata kotahi tekau ka hokona e taua hunga taua whenua ki tetahi Pakeha mo nga moni e toru rau pauna (£300.)

I tuku tono mai a Kanana (W. A. Cannon) he pakeha, raua ko tona wahine ko Hokomata ki nga Komihana mo tenei whenua. He whakahe ki te tangata i a ia taua whenua, ara ki te tangata nana nga rau pauna e toru.

A i te wa i noho ai te Kouti a nga Komihana ka tae mai aua Kaitono ki te whakaatu korero mo runga i ta raua tono.

I mea a Kanana (W. A. Cannon) "Ko Hokomata tetahi o te hunga i tuhia ra nga ingoa ki te Karaati o taua whenua. Ko taua Hokomata, he wahine i ata marenatia ki a au e tetahi minita Pikopo a ko taua whenua kua hokona e te katoa ki tetahi Pakeha mo nga moni e toru rau pauna (£300.) Heoi nga utu i riro mai ki taku wahine mo tona paanga ki taua whenua e rua pauna (£2.)"

I tu hoki a Hokomata ki te korero ki te Kouti, i mea "He hiahia noku ki te moni i tuhi ai au i take ingoa ki te pukapuka hoko. A i riro mau ki a au e rua pauna (£2), hei utu mo taku paanga ki taua whenua. I kiia mai ano e Te Heipora, ara e Hine Paketia i te wa i homai ai e ia tetahi o nga pauna o taua rua pauna hei whakamakanga (whakorenga) tera mo taku ingoa i roto i te Karauna Karaati o taua whenua, heoi kihai au i utu atu i taua kupu ana."

I ki hoki taua wahine a Hokomata he rite tonu to ratou paanga ki Te Hapuku ma ki nga whenua i tuhia ai te ingoa o Te Hapuku ki nga Karauna Karaati.

Kihai etahi o te hunga i tuhia ra o ratou ingoa ki roto i te Karaati o taua whenua i tae mai ki te Kouti whai kupu ai mo runga i nga korero a aua Kaitono.

Na ko aku whakaaro enei mo runga i nga korero katoa a nga Kaitono whakawa i whakaatu mai ai ki te Kouti mo tenei whenua:

1. Ko te Paremata Nui o Niu Tireni e mohio ana ki nga tikanga mo te taane Pakeha e moe ana ki te wahine Maori i runga i te tikanga marena.
2. Kihai i rapua e Te Kouti Whenua Maori i te wa i whakawakia ai taua whenua pehea te nui o te paanga ki reira o ia tangata o te hunga i tuhia ra o ratou ingoa ki te Karaati.
3. He iti rawa te rua pauna (£2) i homai ra hei utu mo te paanga o Hokomata ki taua whenua.

WIREMU HIKAIRO, Commissioner.

REPORT ON CASE No. VIII.

TURAMOE.

Mr. W. A. Cannon and his wife Hokomata made a complaint to the Commissioners about this land, with respect to the leasing thereof to a European named J. H. Coleman.

When Cannon appeared before the Commissioners to give evidence in the matter of the complaint of himself and his wife in respect of this land, it was seen that this land had been adjudicated upon by the Native Land Court, and that a Crown grant had been issued therefor, and that the aforesaid Hokomata was one of the grantees. He further stated that only his wife Hokomata signed the leases and mortgages, but that he had not done so, and therefore the execution by his wife of the said deeds should be declared null and void.

Our opinion with regard to the complaint made to the Commissioners is,—

1. According to Native custom, a man has no authority over the land of his wife.

2. The Parliament knows how the law stands in this respect in the case of married people.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

VIII.—TURAMOE.

I tukua mai he tono e Kanana (W. A. Cannon) te Pakeha raua ko tona wahine ko Hokomata ki nga Komihana mo tenei whenua he whakahe i te retinga o taua whenua ki tetahi Pakeha ko Korumana (J. H. Coleman) te ingoa.

Ai te wa i tu ai taua Pakeha a Kanana ki te aroaro o nga Komihana ki te whakaatu i ana korero mo runga i ta raua tono ko tona wahine mo runga i tenei whenua, ka kitea he whenua tenei kua oti te whakawa e Te Kouti whenua Maori kua whakaputaina he Karauna Karaati mo taua whenua a ko te ingoa o tona wahine o Hokomata tetehi i tuhia ki roto o taua Karaati. I whakaaturia mai ano hoki e ia ko tona wahine anake, ko Hokomata, i tuhi ki nga pukapuka o te reti o te mokete engari ko ia kihai i tuhituhi ki ana pukapuka; mo reira me whakakore te mana o te tuhituhi nga a tona wahine i aua pukapuka.

Ta maua whakaaro mo runga i nga korero a te Kaitono whakawa i whakaatu mai ai ki Te Kouti:

1. Ki te tikanga Maori kaore he mana o te taane ki nga whenua o tana wahine.
2. Ko te Paremata e mohio ana ki te tikanga mo te taane marena raua ko te wahine marena.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. IX.

TE ONEPU.

This land has been adjudicated upon by the Native Land Court and a Crown grant issued in favour of ten persons.

Mr. W. A. Cannon and his wife, Hokomata, made complaint to the Commissioners about this land, because Hokomata had not received any of the money for the land, but her name does not appear in the Crown grant.

Mr. Cannon appeared and gave evidence in support of the complaint made by himself and his wife, Hokomata.

He gave the reason why the name of his wife was not inserted in the Crown grant of that land. It was because the Court could not allow more than ten grantees, and on account of Cannon's wife urging so strongly that her name should be inserted, Mr. Cannon said, "The Judge of the Court ordered that a document should be given to my wife, setting forth that in the event of any money being paid on account of that land, some would be given to all of those interested who were not grantees, and my wife agreed to it. The Judge drew out the document, and Keremenata signed it. That land has been sold to a European, but my wife has received no share of the purchase money."

By the evidence given by the complainant before the Commissioners, there being no evidence adduced on the other side to disprove his statements, it will be seen:

1. That his wife, Hokomata, had a claim to that land according to Maori custom, as witness the agreement signed by Keremeneta that a portion of the purchase money for the land should be given to Mr. Cannon's wife.
2. That woman did not receive any part of the purchase money.

WIREMU HIKAIRO, Commissioner.

No. IX.—TE ONEPU.

Ko tenei whenua kua oti te whakawa e Te Kouti Whenua Maori kua oti ano hoki te whakaputa he Karauna Karaati e taua Kouti ki nga tangata kotahi tekau (10).

Ko Kanana (W. A. Cannon) he Pakeha, raua ko tona wahine ko Hokomata i tuku mai i tetahi tono mo tenei whenua kia whakawakia, te take, he kore no tetahi waahi o nga moni utu o taua whenua i riro mai ki tona wahine ki a Hokomata otiia kaore te ingoa o taua Hokomata i tuhia ki te Karaati o taua whenua.

I tu taua Pakeha a Kanana ki te Kouti ki te whakaatu korero mo runga i ta raua tono ko tona wahine ko Hokomata.

I whakaaturia mai e ia te take i kore ai te ingoa o tona wahine e uru ki roto i te Karaati o taua whenua. Ara he kore kihai i taea e Te Kaiwhakawa o taua Kouti te whakauru i nga tangata e nui ake ana i te kotahi tekau a i runga i te nui o te tohe a tona wahine kia uru tona ngoa ki te Karauna Karaati ka kiia mai e te Kaiwhakawa o taua Kouti, e ai ki ta Kanana: "Me tuku mai tetahi pukapuka ki taku wahine hei pukapuka whakaaetanga ki te puta he moni utu mo taua whenua ka hoatu tetahi waahi o taua moni ki nga tangata katoa o taua whenua kihai ra o ratou ingoa i tuhia ki te Karauna Karaati, a whakaetia ana taua tikanga e taku wahine. A tuhia ana e te Kaiwhakawa taua pukapuka. Engari na Keremeneta ano tona ingoa i tuhi ki raro o taua pukapuka. A ko taua whenua kua oti te hoko ki te Pakeha, heoi kaore tetahi waahi o nga utu o taua whenua i riro mai ki taku wahine."

Na no runga i nga korero a te Kaitono whakawa i whakaatu mai ai ki te Kouti i te mea hoki, kaore he Kaikaro whakawa i tae mai ki te Kouti karo ai ka kitea:

1. He paanga ano to tona wahine to Hokomata ki taua whenua i runga i te tikanga maori mei te tukua mai e Keremeneta tetahi pukapuka whakaae tera e hoatu tetahi waahi o te moni utu mo reira ki tona wahine.
2. Kaore tetahi waahi o nga moni utu o taua whenua i riro ki tona wahine.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. X.

MOEANGIANGI.

This is a piece of land which the Government set aside for the Maoris when the bulk of the land was purchased by them. Subsequently an application was made in respect of this land to the Native Land Court. The case was heard, and a Crown grant issued to three individuals.

A complaint about this land was made to the Commissioners by Paora Hira and others. They gave evidence to the effect that the land had been sold, and that the sale was wrong. They therefore wanted to get the land back, and proposed that the money paid to the sellers should be made a charge against their own land, because the sellers had no right to the land in question.

The persons against whom the complaint was made did not appear. One of them was Pitiera Kopu and the other Winiata Te Awapuni, both chiefs. Pitiera Kopu is dead, and Winiata Te Awapuni did not put in an appearance.

My opinion on the evidence given by the complainants before the Commissioners is, that perhaps it is correct that they had a claim to that land by Maori custom, and also through the Government setting that land aside for the Maoris. But as they did not go to the Native Land Court to state their title, a Crown grant was issued in the names of only three persons.

WIREMU HIKAIRO, Commissioner.

No. X.—MOEANGIANGI.

Ko tenei whenua, he waahi i waiho e Te Kawanatanga hei whenua mo nga tangata Maori i te wa i hokona te nuinga o te whenua ki a ia. No muri iho, ka tukua he tono ki te Kouti Whenua Maori kia whakawakia taua whenua, whakaputaina ana he Karauna Karati mo taua whenua ki nga tangata tokotoru.

A i tukua mai he tono ki nga Komihana mo tenei whenua e Paora Hira ma. I whakapuaki korero hoki ratou ki te Kouti hei whakaatu kua hokona taua whenua a e he ana taua hokonga. E mea ana kia whakahokia atu taua whenua ki a ratou, ko nga moni i riro i nga tangata nana i tuku te whenua ki te hoko me whakaeke ki o raua ake whenua, kore hoki aua kaihoko i eke ki taua whenua.

Ko nga tangata e whakapaea ana kihai i tae mai ki te Kouti. Otiia ko aua tangata e whakapaea ra ko tetahi ko Pitiera Kopu ko tetahi ko Winiata Te Awapuni, tokorua aua tangata, he rangatira anake. Ko Pitiera Kopu kua mate ko Winata Te Awapuni kihai i tae mai.

Ko taku whakaaro mo runga i nga korero a nga Kaitono i whakaatu ai ki te Kouti he tika ano pea he paanga to ratou ki taua whenua i runga i te tikanga Maori, i runga hoki i te wehenga o taua waahi e Te Kawanatanga mo nga tangata Maori. Engari na ratou kihai i haere ki Te Kouti tiaki ai i to ratou paanga no reira i whakaputaina ai te Karaati ki te hunga tokotoru anake.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. XI.

PETANE.—Waka Kawatini, Complainant.

Te Waka Kawatini made an application to the Commissioners to inquire into the sale of that land to a European named R. D. Maney. In support of his application he stated—

"I executed the deed of mortgage of this land. My reasons were that that European so continuously urged me to sign, and that he and the interpreter told me that I should get my land back again.

"Maney gave me no money whatever when I signed the deed. I received nothing on account of that land but goods and drink.

"It was agreed that the price of Petane should be £1,000, and I was to have £500 for myself."

Mr. R. D. Maney appeared and gave evidence. He said that the complainant was heavily in debt to him, and that he had ceased giving him credit. He asked that more should be given him on account of land known as Waikahu, and then he got further credit.

My opinion on the above statements is, that the complainant did not understand the meaning of the mortgage deed; he only thought he would get a lot of money.

I do not understand about the grog, which forms a part of the consideration in mortgages or sales of land. I leave that for the Parliament of New Zealand to consider.

Paora Torotoro, Complainant.

Paora Torotoro made a complaint about the same land. He said that each man was to have received £100; that he got no money, but only goods and rum.

He gave evidence at some length before the Commissioners in support of his complaint.

Mr. Maney appeared to give evidence, but this only went to show the amount which the complainant owed him.

My opinion on this complaint is that it is correct that the complainant got no money, but that he was foolish in running into debt.

The defendant wanted to get the land, so he allowed large credit to the complainant.

The Parliament of New Zealand will know about the question of grog forming part of the consideration in sales or mortgages of land.

The statement made by the complainants, that they reserved a portion of this land at the time of the sale to the defendant, is not clear to me.

Tareha Te Moananui, Complainant.

Tareha Te Moananui also applied that the mortgage of this land should be looked into. He stated in his evidence before the Commissioners that the complaint was from all the persons interested, according to Maori custom.

The name of the complainant was not inserted in the Crown grant of this land; but he complained of the action taken by the grantees.

My opinion is, if his name had been in the grant he would have acted as the other grantees have done; he would have had no regard for those whose names were not inserted in the grant.

Hoera Paretutu, Complainant.

Hoera Paretutu also made a complaint. He stated that at the time when this land was mortgaged, part of Paraone Kuare's portion was not included in the said mortgage.

As no other complainant appeared in support of this statement, it was not entertained.

Hamahona Taingaehe, Complainant.

The complainant is one of the grantees of this land. He stated that Hemi Taka had mortgaged the land for twenty-eight gallons of grog, twelve bags of flour, and some other goods, and that the said Hemi Taka is not one of the grantees of the land.

On hearing the evidence adduced by the complainant in support of his complaint, it was found that no part of his interest in the land had been interfered with, because the rent had been regularly paid to him.

Nirai, Complainant.

This person did not appear before the Commissioners to make any statement.

Ahere Te Koari, Complainant.

Ahere made a complaint to the Commissioners. He stated that he had mortgaged his interest in this land for £200, but all that he had received was £26 and some goods.

When he gave his evidence before the Commissioners in support of his complaint, it was found that one of his grounds of complaint was that all the grantees were not called together when he and Mr. Maney, the purchaser, spoke about his selling this land.

The defendant gave no evidence bearing upon the statements of the complainant.

I am not clear how the £200 for the interest of the complainant was made up.

It is correct that the complainant and defendant were alone when they spoke about the sale of this land, and that all the grantees were not called together in one place when the terms of the sale or mortgage might have been explained to them.

It is not right to act in that way when the titles of each man have not been individualized.

Paraone Kuare, Complainant.

Paraone appeared before the Commissioners, and made a statement about this land, but it was seen that he himself parted with his interest to Mr. Maney, and therefore there was no reason why he should apply.

WIREMU HIKAIRO, Commissioner.

XI. PETANE.—Waka Kawatini, Kaitono.

I tuku tono mai a Te Waka Kawatini ki nga Komihana kia tirohia te ahua o te hokonga o taua whenua ki tetahi Pakeha ko Miini (R. D. Maney) te ingoa. I te wa i tu ai ia ki te whakaatu korero ki te Kouti mo tana tono I mea ia—

"I tuhi au ki te pukapuka mokete mo tenei whenua. Aku take i tuhi ai, he kaha no taua Pakeha ki te tohe kia tuhi au. Tetahi no ta raua kianga mai ko te Kaiwhakamaori ka hoki mai ano taku whenua ki a au.

"Kore rawa he moni i homai e Miini ki a au i te wa i tuhi ai au i taku ingoa ki te pukapuka. Heoi nga mea i riro mai ki a au mo taua whenua he taonga he waipiro.

"Ko te utu mo Petane katoa i whakakaritea ai kotahi mano pauna (£1,000). A i ki au kia rima rau pauna (£500) mo taku kotahi."

I tu a Miini (R. D. Maney) ki te whakaatu korero mo tona taha, a I mea he nui te nama te Kaitono ki a ia engari whakamutua te tuku nama ki a ia no muri iho ka tono mai ano kia tukua atu he nama ki a ia me utu ki tetahi whenua ko Waikaahu te ingoa, katahi hoki ka tukua atu e ia he nama ki a ia.

Ko aku whakaaro mo runga i enei korero koia enei, he pono kihai te Kaitono whakawa i marama ki nga tikanga o te pukapuka mokete heoi tana i whakaaro ai kia riro nui atu he moni mana.

No te Kaikaro whakawa te hiahia kia riro i a ia taua whenua mei te tuku nui i te nama ki te Kaitono whakawa.

Kaore au e mohio ana ki te tikanga mo te waipiro e uru ana ki roto i nga moketetanga hokonga whenua ranei ma te Paremata Nui o Nui Tireni tena e titiro.

Paora Torotoro, Kaitono.

I tuku tono mai hoki a Paora Torotoro mo taua whenua ano. He whakaatu mai i whakaritea kotahi rau pauna (£100) ma te tangata kotahi, heoi kaore i riro mai ki a ia tetahi waahi moni, he taonga anake, he rama nga mea i riro mai.

He maha ano ana take korero i whakaatu mai ai ki te Kouti mo runga i tana tono.

I tu ano a Miini ki te whakaatu korero mo tona taha. Otiia he whakaatu kau i te nui o nga nama a te Kaitono whakawa ki a ia.

Taku whakaaro mo runga i nga korero mo tenei tono.

He pono kaore he moni i riro ki te Kaitono whakawa otiia nana ano te mahi kuare ki te nama nui i te taonga.

He hiahia ano no te Kaikaro whakawa kia riro i a ia te whenua i tuku nui ai ia i te nama ki te Kaitono whakawa.

Ko te Paremata Nui o Nui Tireni e mohio ki te tikanga mo te waipiro e uru ana ki roto i nga tatauranga o nga taonga e whakataua ki nga hokonga whenua moketetanga ranei.

Kihai i marama te ki a te Kaitono whakawa i whakatoea ano tetahi waahi o tenei whenua ki a ratou i roto i te tukunga ki te Kaikaro whakawa.

Tareha Te Moananui, Kaitono.

I tuku tono mai hoki a Tareha Te Moananui kia tirohia te moketetanga o tenei whenua. I whakaaturia mai e ia i tona korerotanga mai ki te Kouti ko taua tono ana na ratou katoa na te tokomaha o nga tangata nona taua whenua i runga i te tikanga maori.

Heoi ko te Kaitono whakawa kaore tona ingoa i tuhia ki te Karaati mo taua whenua otiia e whakahe ana ki nga tangata i tuhia ra o ratou ingoa ki te Karaati.

Taku whakaaro mo runga i tenei me i tuhia tona ingoa ki te Karaati o tenei whenua kua pena tahi ia kaore e whakaaro ki te hunga kaore nei e tuhia ana ki roto i te Karauna Karaati.

Hoera Paretutu, Kaitono.

I tuku tono mai hoki a Hoera Paretutu, he whakaatu mai i te wa o te moketetanga o tenei whenua ko tetahi waahi o te paanga o Paraone Kuare i toe ano kaore i riro katoa ki roto i taua mokete.

Heoi kaore te Kaitono i tae mai ki te Kouti whakapuaki korero ai mo runga i tana tono, a whakakorea ana.

Hamahona Taingaehe, Kaitono.

Ko te Kaitono tetahi o te hunga i tuhia ki te Karaati o taua whenua. I tuku tono mai ia ki te Kouti i moketetia taua whenua e Hemi Taka ki nga karani waipiro e 28, me nga peeke paraoa 12 me etahi taonga. Ko taua Hemi Taka kaore tana ingoa i tuhia ki te Karauna Kaarati o te whenua.

Na i te wai i tu ai taua Kaitono ki te whakaatu korero mo runga i taua tono ka kitea kaore rawa tetahi waahi o tona paanga ki taua whenua i ahatia e puta tonu ana hoki ki a ia nga moni utu reti mo taua whenua.

Nirai, Kaitono.

Kaore tenei i tae mai ki te Kouti whakapuaki korero ai.

Ahere Te Koari, Kaitono.

I tuku tono mai a Ahere ki te Kouti. He whakaatu mai i moketetia e ia tona paanga ki tenei whenua mo nga moni e rua rau (£200) otiia heoi nga mea i riro mai ki a ia e rua tekau ma ono (£26) anake me etahi taonga hoki.

I tona whakaaturanga mai ki te Kouti i ana korero mo tenei tono ana ka kitea ko tetahi o ana take whakahe he kore no nga tangata katoa o te Karaati i hui ki te wahi kotahi i te wa i korero ai raua ko Miini (Maney) kai hoko ki te hoko.

I te tunga o te Kaikaro whakawa kaore ana kupu mo runga i nga korero a te Kaitono.

Ko taku whakaaro mo tenei kaore au i marama ki te whakapaunga o te £200 i whakaritea mo te paanga o te Kaitono whakawa.

He tika he mea korero takitahi noa iho te Kaitono whakawa raua ko te Kaikaro i te wa i korerotia ai e raua te hoko o tenei whenua kaore i huihuia nga tangata katoa o te Karaati kia hui ki te wahi kotahi hei reira ka whakaatu ai ki te katoa nga tikanga mo the hoko mokete ranei.

Kaore i pai taua tikanga i te mea kaore ano i wawahia te whenua kia ia tangata ia kia tangata.

Paraone Kuare, Kaitono.

I tu a Paraone ki te whakaatu korero ki te Kouti mo runga i tenei whenua otiia no runga i ana korero ka kitea, nana ano tona waahi o taua whenua i hoko ki a Miini a kaore he take i korero ai ia.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. XIII.

HERETAUNGA.

Karaitiana Takamoana and others applied to the Commissioners to have the purchase of this land investigated, and their application was granted.

A great deal of evidence was given both by the complainants and the purchasers before the Commissioners in support of the complaint. That evidence will show all the dealings with this land between the Maoris and the Europeans from the time when it was first leased up to the time of the sale.

I will now give my opinion upon all that evidence.

1. There are many hapus and individuals interested in this land, according to Maori custom, who suffer through a provision in the 23rd section of "The Native Lands Act, 1865," which states that "no certificate shall be issued to more than ten persons." If it had been there provided "It shall be lawful that a certificate shall be issued in favour of all the persons found to be interested," some would not have suffered for no fault of their own.

2. The ten persons whose names appear in the Crown grant were chosen by the majority of those interested in this land, as trustees for them; they were not to sell.

3. The Maoris did not know the meaning and effect of the Crown grant.

4. Mr. Thomas Tanner wanted to get this land for himself, and his desire to this end commenced when he got a lease of it—that is, at the time of the first lease.

5. The Maoris did not know what the result would be of the facilities which the purchasers gave them for getting large quantities of goods on credit.

6. The storekeepers were working for the purchasers of the land, and the purchasers were working for the storekeepers.

7. The storekeepers gave large quantities of goods to the Maoris on credit. A great deal of grog was included in the goods, and the purchasers of the land paid for them out of the money which should have been paid for the land.

8. The interpreters who were concerned in the transactions affecting this land worked only for the purchasers and the storekeepers.

9. The applications to the grantees for their assent to the sale were made to each separately.

10. It was not agreed upon by all the grantees that only two persons should conduct the negotiations for the sale.

11. It would have been well if all the grantees had met in one place along with the purchasers, when it might have been explained that some were to be treated differently to others.

12. The land is good, and the area large, but the price is small.

13. Karaitiana Takamoana, Henare Tomoana, and Manaena Tini did not act fairly by their co-grantees, in that they did not tell them what agreement they had come to with the purchasers.

I do not think this was a proper way of making a sale of land.

WIREMU HIKAIRO, Commissioner.

XIII.—HERETAUNGA.

I tuku tono mai a Karaitiana Takamoana ratou ko etahi atu ki nga Komihana kia whakawakia te hokonga o tenei whenua; a whakarangona ana aua tono.

Na he maha nga korero a te taha ki nga Kaitono a te taha hoki ki nga Kaihoko i whakaatu mai ai ki te Kouti mo runga i aua tono.

Na no runga i aua korero ka kitea nga meatanga katoa i tenei whenua a te Maori raua ko te Pakeha timata mai ano i te reti tuatahi, tae noa iho ki te wa i hokona ai.

Heoi me whakaatu ahau ki a koutou i aku whakaaro i kite ai i roto i aua korero katoa.

1. He tokomaha nga hapu, me nga tangata whai tikanga ki tenei whenua i runga i te tikanga Maori i mate i tetahi kupu o te rarangi 23 o te "Ture Whenua Maori, 1865," i mea "Kia kaua he Tiwhiketi e whakaputaina ki nga tangata e nui atu ana i te tekau." Me i kiia i roto i taua rarangi, "Ka tika kia whakaputaina he Tiwhiketi ki nga tangata katoa i kitea he paanga o ratou," penei kihai etahi i mate take kore.

2. He hunga whiriwhiri na te tokomaha o nga tangata e pa ana ki tenei whenua hei Kaitiaki mo ratou te hunga kotahi tekau i tuhia ra o ratou ingoa ki roto i te Karauna Karaati, ehara i te mea, hei Kaihoko.

3. Kihai nga tangata Maori i mohio ki nga tikanga me nga tukunga iho o te Karauna Karaati.

4. No Tamati Tanara (Thos. Tanner) te hiahia kia riro rawa i a ia tenei whenua, ko te wa i timata ai tona hiahia, no te wa ano i tukua ai tenei whenua ki a ia reti ai, ara i te wa ano o te reti tuatahi.

5. Kihai nga tangata Maori i mohio ki te tukunga iho o te ngawari o nga kaihoko taonga ki te tuku nui mai i te nama ki a ratou.

6. Ko nga kaihoko taonga i kaimahi ma nga kaihoko o tenei whenua, ko nga kaihoko o tenei whenua i kaimahi ma nga kaihoko taonga.

7. He nui nga nama i tukua e nga kaihoko taonga ki nga tangata Maori, he nui hoki nga waipiro i roto i aua nama, a na nga kaihoko o tenei whenua i utu katoa ki nga utu i whakaritea mo tenei whenua.

8. Ko te mahi a nga kaiwhakamaori i nga korero o nga meatanga o tenei whenua he whakahaere anake i te taha ki nga kaihoko whenua ratou ko nga kaihoko taonga.

9. Ko nga tononga ki nga tangata o te Karauna Karaati kia whakaae ki te hoko he mea tono takitahi anake.

10. Kaore he whakaaetanga o nga tangata katoa o te Karaati ma te hunga tokorua anake e whakahaere nga tikanga mote hoko.

11. He pai me i huihuia nga tangata katoa o te Karauna Karaati ki te waahi kotahi hei reira nga kaihoko ka whakaatu ai ki aua tangata mei tikanga ke mo etahi, me tikanga ke mo etahi.

12. He whenua pai, he whenua nui, he iti te utu.

13. I he te mahi a Karaitiana Takamoana, a Henare Tomoana, a Manaena Tini ki o ratou hoa o te karaati kihai i whakaatu i nga tikanga a nga kaihoko i whakaae ai mo ratou.

Na ki taku whakaaro ehara tenei tu hoko whenua i te hoko tika.

WIREMU HIKAIKO, Komihana.

REPORT ON CASE No. XIV.

OHIKAKAREWA.

This piece of land, Ohikakarewa, has been passed through the Native Land Court, and a Crown grant has been issued for it.

Te Waka Kawatini applied to the Commissioners to inquire into the mortgage of that land to Mr. Maney and Mr. J. Heslop.

The complainant appeared before the Commissioners, and stated that he, Paora Torotoro, and Ahere Te Koari, went one day to Maney's hotel. When they got there, Maney asked them to part with their interest in Ohikakarewa to him, offering £100 for each man's share. He (Waka) did not consent, and on the same occasion £20 were given them by a European named J. Heslop. He (Waka) took out of that money £10, two cases of rum, and two bags of sugar. Maney frequently made applications after this to Te Waka for his consent to sell his interest in the land for £100, to which he did not agree.

He also said that he had often asked that European, Maney, to tell him and Raihania (who does his writing for him) how much the amount of his indebtedness for goods was, but the information was not given.

He also stated that he had never signed any deed of sale or mortgage of that land to the said Maney, or to any other European.

He also spoke about a document, in which Thomas Tanner was asked to pay Maney £100. His name was attached to that, but he denied altogether signing such a paper to Tanner. Maney wrote it himself.

Te Waka Kawatini called Raihania as a witness in his favour in the matter of this land. He gave evidence exactly to the same effect as that given by Te Waka Kawatini.

Paora Torotoro also made a complaint to the Commissioners about the same land. He stated that he had got nothing but goods and grog, and £36 in cash. He gave evidence before the Commissioners that he agreed to the sale of Ohikakarewa to Maney for £100, and that he signed the deed of sale when Maney and Martyn Hamlin went to him at his pa and asked him to do it. His complaint was that he did not get £100 in cash, but in goods.

Ahere Te Koari also appeared as a complainant in the same case, and stated before the Commissioners that he agreed to sell his interest in the land to Maney for £100, and that he had not got it, but only £30 and some goods.

Henare Tomoana and Peni Te Uamairangi sent in complaints about the same land. Henare Tomoana appeared before the Commissioners and stated that he was not one of the grantees, but that he complained of the grantees selling the land for the following reasons:—

1. The bulk of the owners, according to Maori custom, of that land were not recognized as being owners, on account of the number of grantees being restricted by the Native Lands Act to ten.

2. The principal owner of that land was Karaitiana Takamoana, and it was not right that those whose interest was small should sell the land.

He also stated that Karaitiana Takamoana also objected to the people selling their shares; but they would not listen to his objections, because the Europeans were urging them to sell, tempting them with liquor, and intimidating them.

Karaitiana Takamoana also lodged a complaint in the same case, and appeared and gave evidence before the Commissioners.

He stated that he was the principal owner of that land according to Maori custom, and he showed why, according to that, he deemed himself to have the largest interest.

He also stated that he protested against negotiations for land being carried on in public-houses.

Peni Te Uamairangi also gave evidence in this case.

He said that he signed his name to the deed of sale of that block, and that the following were the reasons why he did so:—

1. Because Maney used to go to him so often to urge him to sell him his interest in the Crown grant of Ohikakarewa.

2. Because Maney agreed to give him £140 for his share.

3. Because that European promised that he would pay him, immediately he signed the deed, the sum of £40 in cash. The £100 was to be paid afterwards.

At that time he was lying on his bed very sick, and as soon as ever he had executed the deed that European, Maney, secretly put £30 under his bed, and then went away with Edwards Hamlin, the interpreter. After the departure of those Europeans the money was counted, and it was discovered that there were only £30.

On the same day he saw that European Maney going back to his house, and he asked him to give him the £10 to complete the sum of £40, that being the amount agreed upon before he signed his name to the deed. That European said, "Wait till to-morrow, when I will give it to you." Next morning he asked again, when that European said, "Wait; I have no money." That was the way that European went on up to the time that he (Peni) recovered. Again he asked for the money, and then that European said, "Will you not be willing to take some goods on credit?" Peni said that he would, and then he commenced to get goods on credit. He stated that he had no idea how his £110 were swallowed up.

When he was told that his credit was stopped he asked to be informed what the amount of his debt was, but the information was not vouchsafed to him.

Peni was asked by Maney's Counsel about certain payments of £10 at one time and £10 at another, but Peni denied all knowledge of these sums.

After the evidence on the part of the complainants was concluded, J. Heslop appeared, and gave evidence, he being one of the Europeans complained against.

He stated that that land, Ohikakarewa, was leased to him by the Maoris before the sale to Maney, and that at that time these persons, Te Waka Kawatini, Paora Torotoro, and Ahere Te Koari, used frequently to go to him to ask for money in payment for land, but he would not consent. He also stated that he saw Te Waka Kawatini affix his mark, showing his consent to the deed of sale of that land, in the presence of Maney and Edwards Hamlin, the interpreter.

Maney appeared before the Commissioners, and gave evidence with reference to the allegations made against him by the complainants.

He said that he had purchased eight shares in that land, Ohikakarewa. The first person who sold was Heremaia, next Tareha, and afterwards the others. It appears that there was a difference in the amounts, some got one amount and some another. These three persons, Te Waka Kawatini, Paora

Torotoro, and Ahere Te Koari, got £100 each, but the others got more than £100—they got as much as £300. He further stated that the consideration money expressed in the deed of conveyance was different to the amount set forth in the accounts of the debts. He also gave evidence upon Te Waka's statement that he did not sign the paper to Tanner. Maney said that Te Waka did affix his mark thereto, in the presence of himself and Martyn Hamlin, interpreter. He stated that the interpreter clearly explained the contents of that document to Te Waka Kawatini. He also said that he showed each man the account of his debts, and they all knew what they owed. With regard to Peni Te Uamairangi's evidence, he said, "What I agreed to give Peni for his interest in that land was £140, and that when Peni signed the deed of conveyance I gave him £30, and that at that time Peni owed me £20. On the 5th February I gave him (Peni) in the road, £10; and on the 14th of the same month I gave him £10 in my house. That man objected at the time I showed him his accounts, and also when I said I would give him no further credit. He objected because the money had so soon been swallowed up."

He (Maney) also gave evidence with reference to Peni's statement that he did not sign his name to the document produced before the Commissioners. Maney said that what Peni signed was written on paper, and not on parchment. He said he saw Peni sign the document, which was produced before the Commissioners, in the presence of Edwards Hamlin and Martyn Hamlin, interpreters.

Edwards Hamlin gave evidence of his having seen Peni sign his name to that document, which was produced before the Court, and he stated that he interpreted the same to Peni.

On looking at the evidence of the complainants and that of the persons complained of, our opinion is—

1. With reference to Te Waka Kawatini's evidence:
   (1.) He agreed to the sale, but he was displeased because he got no money.
   (2.) The European was wrong to give him so much credit.
   (3.) Maney's accounts appeared to be incorrect.
   (4.) I do not know whether Te Waka was right or wrong in stating that he signed no document authorizing Tanner to pay £100 to Maney.
   (5.) I do not understand the question about the liquor.
2. With regard to Paora Torotoro's statement, *vide* Nos. 1, 2, 3, and 5, remarks on Te Waka's evidence.
3. With regard to Ahere Te Koari's statement, *vide* Nos. 1, 2, and 3, remarks on Te Waka's evidence.
4. With regard to Henare Tomoana's statement:
   (1.) According to Native custom he is correct; but the Parliament knows how the law stands.
   (2.) The Native Lands Act prevents the insertion of more than ten names in the Crown grants. It is done according to the number of owners, whether they be many or few.
5. With regard to Karaitiana Takamoana's statement:
   (1.) *Vide* No. 1, remark on Henare's evidence.
   (2.) It is objectionable that negotiations for sales of land should be carried on in public-houses.
6. With regard to Peni Te Uamairangi's statement:
   (1.) He was perfectly willing to sell his share.
   (2.) It is the fault of the European that he (Peni) got into debt.
   (3.) There is still a balance due to this man.
   (4.) Some of the goods entered against this man are wrong.

Our opinion on the whole case is:
   (1.) The negotiations for the purchase were not properly carried on.
   (2.) It was wrong to withhold any of the money which was agreed upon as payment for the individual shares.
   (3.) The system upon which credit was given to these men was wrong,

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

XIV.—OHIKAKAREWA.

Ko tenei piihi whenua ko Ohikakarewa kua oti te whakawa e Te Kouti Whenua Maori kua puta hoki he Karauna Karaati mo taua whenua.

I tuku tono mai a Te Waka Kawatini ki nga Komihana kia tirohia te moketetanga o taua whenua kia Miini raua ko Teone (Maney and J. Heslop.)

A i te wa i noho ai Te Kouti ka tu taua Kaitono ki te whakaatu korero mo runga i tana tono, ka mea i haere atu ratou ko Paora Torotoro ko Ahere Te Koari i tetahi ra ki te Paparakauhe a Miini. To ratou taenga atu ki reira ka tono mai taua Pakeha a Miini ki a ratou kia tukua atu o ratou paanga ki Ohikakarewa ki a ia, ko te utu mo te paanga o te tangata kotahi, kia kotahi rau pauna (£100) heoi kihai ia i whakaae. A i taua wa ano, ka hoatu tetahi rua tekau pauna (£20) ki a ratou e tetahi Pakeha ko Teone te ingoa a tangohia ana e ia mana i roto o aua moni kotahi tekau pauna (£10) me nga keehi rama e rua, me nga peke huka e rua. I muri mai o tera wa, he maha nga hokinga atu o taua Pakeha o Miini ki a ia tono ai kia whakaaetia atu e ia tona paanga ki taua whenua mo te rau pauna kotahi (£100) kore rawa ia i whakaae.

I ki hoki ia, tana mahi he tono ki taua Pakeha kia Miini ki a whakaaturia mai ki a raua ko Raihania (He kaituhituhi tera nana) te maha o nga taonga e nama ana e ia heoi kaore e whakaaturia mai.

I ki ano hoki ia kore rawa tetahi pukapuka tuku, hoko, mokete ranei mo taua whenua ki taua Pakeha ki a Miini ki tetahi atu Pakeha ranei, i tuhia e ia.

I whai kupu ano hoki ia mo tetahi pukapuka tono i tetahi rau pauna (£100) kia tukua e Tanara

(Thomas Tanner) ki a Miini, ko taua pukapuka he mea tuhi ki tana ingoa. I mea ia kore rawa ana pukapuka pera i tuhi ai kia Tanara. Ki tana na taua Pakeha ano taua pukapuka i tuhi ma Miini.

I karangatia hoki e Te Waka Kawatini a Raihania hei kai korero mana ki te Kouti mo taua whenua. A tu ana taua tangata rite tonu tana i whakaatu ai ki te Kouti ki nga korero i whakaaturia e Te Waka Kawatini.

I tuku tono mai hoki a Paora Torotoro ki Te Kouti mo taua whenua ano, he whakaatu mai heoi nga mea i riro i a ia, he taonga, he waipiro me nga moni e toru tekau ma ono pauna (£36). A i tae mai ano ia ki Te Kouti whakaatu korero ai mo runga i tana tono i mea ia i whakaae ia ki te hoko i tona paanga ki Ohikakarewa kia Miini mo te kotahi rau pauna (£100) I tuhi ano hoki ia i tona ingoa ki te pukapuka hoko i te taenga atu o Miini raua ko Matene Hemara Kawhakamaori ki tona pa tono ai. Engari ko tona whakahe, ko te korenga i riro a moni katoa atu te rau pauna ki a ia ko te rironga a taongatanga atu.

I tuku mai hoki a Ahere Te Koari i tetahi tono mana mo taua whenua ano, i tae mai hoki ki te Kouti whakaatu ai i ana korero. I mea i whakaaetia e ia tona paanga ki taua whenua kia hokona ki a Miini mo nga moni kotahi rau pauna (£100) a kaore taua rau i hoatu ki a ia heoi anake nga mea i hoatu e toru tekau pauna (£30) me etahi taonga.

I tuku tono mai hoki a Henare Tomoana raua ko Peni Te Uamairangi mo taua whenua ano. I tu hoki a H. Tomoana ki te Kouti whakaatu korero ai mo runga i taua tono i mea ia kaore ia i tuhia ki roto i te Karauna Karaati o taua whenua. Otiia he whakahe tana mo te mahi hoko a nga tangata i tuhia ra o ratou ingoa ki roto i te Karauna Karaati o taua whenua. Te take o tana whakahe :—

1. Ko te tokomaha o nga tangata nona taua whenua i runga i te tikanga Maori kihai i uru ki taua whenua i runga i te Ture o te Kouti Whenua Maori kia kotahi anake tekau nga tangata mo roto i te Karauna Karaati.

2. Ko te tino tangata i nui rawa te paanga ki taua whenua ko Karaitiana Takamoana. A ekore e tika ma nga tangata paanga iti ki taua whenua e hoko.

I ki hoki ia ko te mahi tonu a K. Takamoana he whakahe tonu ki nga tangato e hoko ana i o ratou hea heoi kaore aua tangata e whakarongo mai ki nga whakahe atu a K. Takamoana. Te take ko te pakeha hei ngarenga kia hokona hei poapoa ki te waipiro, hei whakawehiwehi hoki.

I tuku tono mai hoki a Karaitiana Takamoana ki te Kouti mo taua whenua ano; i tu ano hoki ia ki Te Kouti ki te whakaatu i ana korero mo runga i taua tono, i mea ko ia te tino tangata nui ki taua whenua i runga i te tikanga maori. Whakaaturia mai ana e ia nga tikanga Maori i ki ai ia ko ia he tino tangata nui. Tetahi o ana i whakaatu mai ai ko tana whakahe ki te waihotanga ko nga Paparakauhe hei whare korerotanga i nga korero mo te hoko whenua.

I tu hoki a Peni Te Uamairangi ki te Kouti ki te whakaatu i ana korero mo runga i tenei whenua. I mea ia kua tuhi ia i tona ingoa ki roto i te pukapuka hoko o taua whenua otiia ko nga take i tuhi ai ia i tona ingoa ki taua pukapuka koia enei :—

(1.) Ko te hono tonu o te hoki atu a Miini ki a ia tono ai kia tukua atu tona paanga ki te Karaati o Ohikakarewa mona (mo taua pakeha).

(2.) Ko te whakaaetanga o taua pakeha ki te kotahi rau ki te wha tekau pauna (£140) hei utu mo tona waahi.

(3.) Ko te whakaaetanga o taua pakeha tera e whakaputaina tonutia atu ki a ia i te wa tonu o tonu tuhinga i tona ingoa ki te pukapuka hoko te wha tekau pauna (£40) moni tonu, ko te rau kotahi mo a muri atu ka whakaputa ai.

I taua ra kei runga tonu ia i tona moenga e takoto ana, ka nui tona mate na i muri tonu iho o tona tuhinga i tona ingoa ki te pukapuka, ka kuhuna pukutia atu e taua pakeha e Miini ki raro i tona moenga te toru tekau pauna (£30) haere ana taua pakeha raua ko Erueti Hemara ko ia hoki te Kaiwhakamaori. I muri i te haerenga o aua pakeha ka tatauria aua moni, ka kitea e toru anake tekau pauna (£30).

I taua ra ano, ka kite ia i taua pakeha i a Miini e hoki ana ki tona whare ka tono atu ia kia homai te kotahi tekau pauna (£10) kia kapi ai te wha tekau (£40), ko te moni hoki tera i whakaaetia i mua o tona tuhinga i tona ingoa ki te pukapuka. Ki mai ana taua pakeha, taihoa mo apopo ka hoatu. Ao ake ka tono atu ano ia. Ki mai ana taua pakeha taihoa kaore he moni; pena tonu te mahi a taua pakeha tae noa ki te wa i ora ake ai ia. I tetahi ra ka tono atu ano ia kia homai ano taua moni. Katahi ka mea taua pakeha kaore koia koe e pai ki te nama taonga. Ka mea atu ia (a Peni) ka pai. Katahi ia ka timata he mahi nama.

Ki tana kore rawa ia i mohio ki te take i pau ai tona kotahi rau kotahi tekau pauna (£110).

I te wa i puta mai ai te kupu ki a ia me whakamutu te nama, tono atu ia kia whakaaturia mai ki a ia te maha o nga taonga i nama e ia heoi kaore i whakaaturia atu.

I pataia atu hoki ki a ia (ki a Peni) e te Roia o Miini etahi moni tekau pauna (£10) i tetahi hoatutanga, tekau pauna (£10) i tetahi. Kiia atu ana e ia (e Peni) kore rawa ia i mohio ki aua tekau pauna.

I te mutunga o te whakaatu korero a nga Kaitono whakawa ki te Kouti, katahi ka tu a Teone (J. Heslop) ki te whakaatu korero ko ia hoki tetahi e nga pakeha e whakapaea ana, ka mea, to taua whenua ko Ohikakarewa he whenua i retia ki a ia e nga maori i mua atu o te hokonga ki a Miini; i taua wa ko te mahi tonu a aua tangata a Te Waka Kawatini a Paora Torotoro a Ahere Te Koari he haere atu ki a ia tono moni ai hei utu whenua, heoi kaore ia i whakaae. Tetahi o ana i whakaatu ai, i kite ia i a Te Waka Kawatini e tuhi ana i tana tohu whakaae ki roto i te Pukapuka hoko o taua whenua i te aroaro o Miini raua ko Erueti Hemara, Kaiwhakamaori.

I tu hoki a Miini (Maney) ki Te Kouti ki te whakaatu korero mo nga whakapae a nga Kaitono whakawa mona, i mea, e waru nga wehenga o taua whenua o Ohikakarewa kua riro i a ia te hoko; ko te tangata tuatahi nana i timata te hoko ko Heremaia, muri iho ko Tareha Te Moananui, muri iho ko era atu. Engari ko te ahua o te utu, he utu ke ki etahi, he utu ke ki etahi, ko te utu i riro ki te hunga tokotoru ara ki a Te Waka Kawatini ki a Paora Torotoro ki a Ahere Te Koari he rau pauna (£100) ma te tangata kotahi i era atu e nui atu ana i te rau kotahi, tae atu ana ki nga rau e toru. I ki hoki ia ko nga moni i tuhia ki roto i te pukapuka hoko, e rere ke ana i nga moni i tuhia ki nga pukapuka nama.

I whai kupu ano hoki ia mo runga i te korero a Te Waka Kawatini i ki ra ehara i a ia te pukapuka i tuhia ki a Tanara i mea na Te Waka tonu taua pukapuka na Te Waka ano hoki i tuhi tona tohu ki taua pukapuka i mua i o raua aroaro ko Matene Hemara, Kaiwhakamaori. Ki tana, i ata whakamaramatia atu ano e te Kaiwhakamaori nga korero o taua pukapuka ki a Te Waka Kawatini.

I ki ano hoki ia i whakaaturia atu ano e ia ki ia tangata ki ia tangata nga pukapuka o a ratou nama. A i mohio ano aua tangata ki a ratou nama.

I whai kupu ano hoki ia mo runga i nga korero a Peni Te Uamairangi i whakaatu ai ki Te Kouti i mea:

"Ko te utu i whakaaetia e au mo te paanga o Peni ki taua whenua kotahi rau e wha tekau pauna (£140). A i te ra i tuhi ai taua tangata i tona ingoa ki te pukapuka hoko ka hoatu e te toru tekau pauna (£30.) I taua ra i tuhi ra ia i tona ingoa ki te pukapuka hoko kua tae ona nama ki a au ki te rua tekau pauna (£20). Muri iho i te rima o nga ra o Pepuere ka hoatu e au i te huarahi kotahi tekau pauna (£10.) Muri iho i te tekau ma wha ano o nga ra o taua marama, ka hoatu i taku whare tekau pauna (£10). I whakahe ano taua tangata i te wa i whakaaturia atu ai ona nama ki a ia I te wa ano hoki i puta ai taku kupu kaore he nama e tukua ki a ia. Tana whakahe, ko te hohorotanga o te pau o tana moni.

I whai kupu ano hoki ia mo runga i te korero a Peni i ki ai kaore ia i tuhi i tona ingoa ki roto i te pukapuka i whakaaturia ki Te Kouti engari ko te pukapuka i tuhituhi ai ia he pepa noa iho ehara i te kiri-hipi. I mea ia (a Miini) i kite tonu ia i a Peni e tuhi ana i tona ingoa ki taua pukapuka (ki te pukapuka i whakaaturia ki Te Kouti) i mua i a ratou ko Erueti Hemara ko Matene Hemara nga Kaiwhakamaori.

I tu hoki a Erueti Hemara ki te whakaatu i tona kitenga i a Peni e tuhi ana i tona ingoa ki taua pukapuka (ara ki te pukapuka i whakaaturia ki te Kouti) ki te whakaatu hoki ko ia te Kaiwhakamaori i taua pukapuka ki a ia (ki a Peni.)

Na no runga i nga korero katoa a nga Kaitono whakawa ratou ko te hunga e whakapaea ana, enei whakaaro a maua:—

1. Mo ta te Waka Kawatini.
    1. I whakaae ano ia ki te hoko engari no te korenga i puta mai ki a ia o tetahi moni i mea ai ia kihai ia i pai.
    2. Na te Pakeha te he ki te tuku nui i te nama.
    3. I ahua he nga pukapuka nama a Miini.
    4. Kihai maua i mohio ki te he ki te tika ranei o te ki a Te Waka kaore ana pukapuka i tuhi ai kia Tanara mo te £100 kia tukua ki a Miini.
    5. Kaore maua i mohio ki te tikanga mo te Waipiro.
2. Mo ta Paora Torotoro.
    E pera ana me te wahi 1, 2, 3 and 5, mo ta Te Waka.
3. Mo ta Ahere Te Kaori.
    E pera ana me te wahi 1, 2, 3 mo ta Te Waka.
4. Mo ta Henare Tomoana.
    (1.) I runga i te tikanga Maori he tika tona korero. Ko te Paremata e tino mohio ana ki te tikanga o te Ture.
        (1.) Na te Ture Whenua Maori i arai kia 10 anake nga tangata mo roto i te Karauna Karaati. Kihai i waiho hei runga i te tokomahatanga tokoititanga ranei o nga tangata e pa ana ki te whenua.
5. Mo ta Karaitiana Takamoana:—
    (1.) E pera ana me te wahi tuatahi mo ta Henare.
    (2.) He kino nga Paparakauhe hei whare korerotanga hoko whenua.
6. Mo ta Peni Te Uamairangi:—
    (1.) I pai tonu ia ki te hoko i tona wahi.
    (2.) Na te Pakeha te he i tahuri ai ia ki te nama.
    (3.) Kei te toe ano tetahi wahi o te moni ma tenei tangata.
    (4.) I he etahi o nga taonga i tuhia i runga i te ingoa o tenei tangata.

Ko a maua whakaaro mo tenei whenua katoa.

1. Kihai i tika te whakahaerenga o te hoko.
2. I he te mahi pupuri i te moni i whakaritea hei utu mo te paanga o te tangata.
3. I he te ahua o te tuku nama ki enei tangata.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XVI.

TE UPOKOOPOUTO.—Waka Kawatini, Complainant.

Te Waka Kawatini is the complainant in this case. This land was sold by him to the Government. He applies with reference to a piece of land which was reserved for him by the Government at the time of the sale.

By the evidence of the complainant, and of the witnesses who appeared on the part of the Government, it was seen that it was the fact that one acre was reserved for the complainant when that land was sold formerly, before it was adjudicated upon by the Native Land Court.

It was agreed at the time of the sale that the payment for that land, exclusive of the one acre, was to be £300, and the deed was drawn out. After the land was adjudicated upon by the Native Land

Court, the deed was re-executed, and £20 given to the complainant; and he knew very well why that sum was paid to him—it was in consideration of his claim to the one acre.

We therefore consider that this complaint should not be entertained.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XVI.—TE UPOKOOPOUTO.—Waka Kawatini, Kaitono.

Ko te Kaitono whakawa o tenei piihi ko Te Waka Kawatini. Ko tenei whenua i hokona e te Kaitono ki te Kawanatanga. Ko tana e tono ana he waahi no taua whenua i whakatoea e te Kawanatanga mona i te wa o te hokonga.

I te wa i whakaatu korero ai te Kaitono ratou ko nga kaiwhakaatu korero mo te taha ki te Kawanatanga ka kitea he tika ano, i whakatoea tetahi eka mo te Kaitono whakawa i te wa o te hokonga o taua whenua i mua atu i te whakawakanga a te Kouti Whenua Maori i taua whenua.

I whakaritea hoki i tera hokonga ko nga utu mo taua whenua haunga te eka kotahi e £300 i tuhia ano he pukapuka o taua hokonga. No muri iho o te whakawakanga o taua whenua e te Kouti Whenua Maori ka whakahoutia hoki te pukapuka hoko ka hoatu hoki ki te Kaitono whakawa e £20, a i tino marama ano i taua Kaitono he take i hoatu ai ki a ia taua £20 he whakakore mo tona paanga ki taua eka kotahi.

No reira ta maua whakaaro i mea ai kaore i tika te tono a te Kaitono whakawa.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XVII.

OMARUNUI No. 2.—(*Kopuaroa*).

By the evidence given by the complainants and the persons complained against, it was shown that this land had been leased to a European named O'Neal, at a rental of £80 per annum. The lease was made before the land was passed through the Native Land Court. There is a piece of land called Kopuaroa, which lies contiguous to this, and at the time of the lease it was excepted from the portion leased. It was left as a cultivation for the Maoris. When this land was leased, the boundaries were merely pointed out it was not surveyed; but before the case was taken before the Court, Mr. Grindell, interpreter, told the Maoris to have Omarunui and Kopuaroa surveyed in one block. The Maoris agreed that this should be done. After that the case was taken before the Native Land Court, and a Crown grant was ordered to be issued therefor. After that the lease was re-executed. At that time the land was mortgaged to certain Europeans.

Subsequently to the re-execution of the leases, a deed of sale was drawn out and signed by the persons whose names the Court had ordered to be inserted in the Crown grant.

Our opinion is—

1. That the statement of the complainants that Kopuaroa was not given up for lease, mortgage, or sale, but that the surveyor put the two blocks together under the one name of Omarunui, is correct.

2. This is the fault of the interpreter. He did not clearly show the boundaries set forth in the deed of sale when it was read over to the Maoris; that is to say, he did not give the Maori names of the boundaries. He merely gave the name of the block as Omarunui, and read over the boundaries according to the lines, chains, and links which are given in the Crown grant.

3. Those Maoris signed the deed under the belief that they were selling Omarunui to the Europeans, but they were ignorant of the fact that Kopuaroa was also included in that deed.

4. The land which was sold to the European was Omarunui, that which was leased before the said land was taken before the Native Land Court; the land which was added to the piece which was leased at the time the surveyor surveyed it, so that it should be more conveniently taken before the Court, should be returned to the Maoris.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XVII.—OMARUNUI.—No. 2. (Kopuaroa.)

Kei roto i nga korero a nga Kaitono whakawa ratou ko nga tangata e whakapaea ana i whakaatu mai ai ki Te Kouti mo tenei whenua ka kitea ko tenei whenua I tukua a-retitia e nga tangata maori ki tetahi pakeha ko Onira (O'Neal) te ingoa mo nga moni e waru tekau pauna (£80) mo te tau kotahi. Ko taua tukunga ki te reti no mua atu i te tukunga o taua whenua ki Te Kouti Whenua Maori. I taua tukunga ai ki te reti tera tetahi piihi whenua e takoto tahi ana ki tenei ko Kopuaroa te ingoa, i taua wa i whakaritenitea ai te reti i kapea tera piihi ki waho o te waahi i tukuna mo te reti. I waiho tera waahi hei whenua mahinga kai ma nga tangata Maori. I te wa i tukua ra te whenua nei ki te reti he mea whakaatu kau nga rohe ehara i te mea ruri; engari no mua atu o te tukunga ki te Kouti Whenua Maori ka tonoa e Te Karini Kaiwhakamaori ki nga tangata maori kia ruritia katoatia a Omarunui a Kopuaroa i te ruritanga kotahi. Ka whakaaetia e nga tangata maori. I muri iho i tera ka tukua kia whakawakia e te Kouti Whenua Maori, katahi ka whakaputaina he Karauna Karaati mo taua whenua. I muri mai o tera ka whakahoutia ano te Reti. I taua wa, e takoto mokete ana taua whenua ki etahi pakeha.

I muri mai o te whakahoutanga o nga pukapuka reti katahi ka tuhia he pukapuka hoko, ka tuhi hoki nga tangata i tuhia ra o ratou ingoa e Te Kouti Whenua Maori ki roto i te Karauna Karaati i o ratou ingoa ki roto i te pukapuka hoko.

1. Ta maua whakaaro mo tenei e tika ana te ki a nga Kaitono whakawa kaore a Kopuaroa i tukua ki te reti, ki te mokete ki te hoko engari na te Kairuri i whakakotahi he ingoa e tuhia ki te Mapi ko Omarunui anake he ingoa no nga piihi e rua.

2. Na te Kaiwhakamaori tenei he. Kaore i marama tona whakaatu i nga rohe i tuhia ki roto i te pukapuka hoko i te wa i korerotia ai taua pukapuka ki nga tangata maori; ara kaore i korerotia nga rohe i runga i nga ingoa maori. Engari he mea ki e ia ko Omarunui te ingoa o te whenua a ko nga rohe he mea panui i runga i nga raina, i nga tiini, i nga ringiki i tuhia ki roto i te Karauna Karaati.

3. Ko te take i tuhi ai aua tangata maori i o ratou ingoa ki te pukapuka hoko, he whakaae i Omarunui kia riro i te pakeha, engari kaore ratou i mohio kei roto katoa i taua pukapuka a Kopuaroa.

4. Ko te piihi e riro ki te Pakeha i runga i te tikanga hoko ko Omarunui, ko te whenua i tukua ki te reti i mua atu o te tukunga o taua whenua kia whakawakia e Te Kouti Whenua Maori. Ko te whenua i apitiria mai ki te piihi i tukua mo te Reti i te wa i ruritia ai e Te Kairuri, kia pai ai te tuku ki Te Kouti Whenua Maori me whakahoki ki nga tangata maori.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XVIII.

ORANGITIROHIA.

This is a block of land for which a Crown grant has been issued to ten persons. It has been sold to a European named Dr. Ormond, who is Resident Magistrate at Te Wairoa, Hawke's Bay.

Ahipene Tamaitimate lodged a complaint about this land against Dr. Ormond. He appeared before the Commissioners and stated that that land had been sold to Dr. Ormond, but at the time of the sale it was agreed that five acres of the land should be excepted for his [Ahipene's] wife Taraipine and her children. That woman was one of the grantees. The complainant said that Dr. Ormond acquiesced in that arrangement. A good while after that, a report got about that Dr. Ormond said that the arrangement was that Taraipine and her children were only to have five acres during their lifetime, and that when they all died the land would revert to him. The complainant said that that was new to him, and that the proviso had not been explained to them by George Worgan, interpreter, when the grantees executed the deed of conveyance.

Dr. Ormond did not appear before the Commission to give evidence on his own behalf, and he gave no reason for not appearing.

Mr. Turton, Trust Commissioner, said that the statement of the complainant, that it was new to him that the land was for his wife and children during their lifetime only, was untrue. The witness further stated that he heard those words when the people signed the conveyance.

On looking into the evidence, we think that it is perhaps true that those words were not clearly explained to the Maoris at the time of the sale.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XVIII.—ORANGITIROHIA.

He whenua tenei kua whakaputaina he Karaati ki nga tangata kotahi tekau, kua hokona hoki ki tetahi Pakeha ko Rata Omana (Dr. Ormond) te ingoa; ko taua Pakeha, ko ia te Kaiwhakawa tuturu o te Wairoa, Nepia.

I tukua mai e Ahipene Tamaitimate he tono mo tenei whenua he whakahe nana ki a Rata Omana. I tae mai ano hoki ia ki te whakaatu korero ki te Kouti i mea ko taua whenua kua hokona ki a Rata Omana otiia i te wa i hokona i whakaritea i reira e rima nga eka o taua whenua e kape ki waho o taua hokonga, mo tona wahine mo Taraipine ratou ko ana tamariki. Ko taua wahine hoki tetahi i tuhia ki taua Karaati. Ki ta te Kaitono ki i whakaae tonu a Rata Omana ki taua whakaritc-ritenga. No muri rawa iho ka tahi ki rangona tetahi korero e ki ana a Rata Omana heoi ano te kiianga no Taraipine ratou ko ana tamariki aua eka e rima i te wa e ora ana ratou ki te mate katoa, ka riro ano aua eka ki a ia. Ki te ki a te Kaitono he Kupu hou era ki a ia kihai ana kupu i whaka-maramatia ki a ratou e Teoti Wakana Kaiwhakamaori i te wa i tuhi ai nga ingoa o nga tangata o te Karaati ki te pukapuka hoko.

Kihai a Rata Omana i tae mai ki te Kouti ki te whakaatu korero mo tona taha kaore ano hoki i whakaatu mai i te take i kore ai ia e tae mai.

I tu a Tatana Komihana titiro hokonga whenua i mea he hori te ki a te Kaitono he kupu hou era ki a ia mo te wa anake e ora ai tona wahine me ana tamariki ki ta te kaikorero i rangona ano aua kupu i te wa i tuhi ai nga tangata i o ratou ingoa ki te pukapuka o te hoko.

No runga i ana korero i whakaaro ai maua he pono pea kihai aua kupu i ata whakamaramatia ki nga Maori i te wa o te hokonga.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XIX.

OMARUNUI No. 1 (MOTEO).—Paora Torotoro and Rewi Haukore, Complainants.

Paora Torotoro complained against F. Sutton in respect of this land, and begged that the mortgage should be investigated.

A great deal of evidence was given on both sides before the Commission in the matter of this complaint. It will be seen by that evidence that this land was adjudicated upon by the Native Lands Court, and a Crown grant issued to the complainants. After the Court had adjudged the land to them it was mortgaged to that European, Sutton, and subsequently to that it was sold to the same European. All the documents connected with these transactions—the mortgage and sale—were exhibited before the Court, and the names of the parties were attached to those documents.

Before the date of the mortgage the land was leased to a European named Brathwaite, at an annual rental of £300. I believe that European was much pleased with, and wished to acquire, that land.

Paora Torotoro, one of the complainants, appears to me to be a man who was always desirous to gets goods, but has no mind, and is ignorant of European customs.

Prior to the execution of the mortgage deed of this land, the said Paora Torotoro went to get goods on credit, namely, liquor and other things, from Sutton, and he used to get the same. It did not matter what the quantity of goods might be, Sutton was not afraid of losing them. Sutton stated that before Paora Torotoro had paid any portion of his debts, he asked him (Sutton) to build a house for him. He said to Paora, "I am willing to do this if you will let me have Moteo as security for my money." Paora agreed to this. Now, I consider that that was the reason why that European was not afraid to let Paora have a large amount of credit, because he (Sutton) desired to become possessed of an interest in that land.

Paoro Torotoro stated that the exponent of and negotiator towards that desire was Martyn Hamlin, interpreter. That interpreter said that he did not conduct any negotiations; he simply interpreted what Sutton told him to say to the claimants. On considering certain portions of the said interpreter's evidence, I am of opinion that Paora Torotoro appears to be correct when he states that that interpreter was the exponent of and negotiator towards the desire of Sutton for that land.

At the date of the execution of the mortgage deed of this land Paora Torotoro's debts had amounted to £150, but the sum of £500 was set forth in that deed. Sutton stated that the reason for putting down that amount was that he thought that it would cost that to build the house; but Paora Torotoro was not informed when he signed the deed that the money for the house was in the £500. The mortgage deed had been executed long before Paora's debts amounted to the sum therein set forth. I do not think this is a proper sort of mortgage; however, the Parliament know best what should be done in such cases.

Three or four months after the land had been mortgaged the deed of sale was drawn up. At that time Paora Torotoro's debts had reached the sum of £1,200. It is surprising to me how Sutton gave such a large amount of credit to Paora within such a short time; however, I believe that he did so because he wanted to get that land.

Paora Torotoro stated that his reasons for signing the deed of conveyance were, the consent of Sutton to cut off a portion of the block from that sold, that is, to leave it for him (Paora), and also Sutton's statement that he would pay him £1,000 immediately he signed the deed. Martyn Hamlin, interpreter, said that he did not hear that, and those matters were not mentioned when Paora executed the deed; and in my opinion Paora Torotoro and Sutton made no arrangement about reserving any portion of this land from the sale. But with regard to the statement about the £1,000, I am inclined to believe it. The interpreter said that Sutton instructed him to tell Paora that £1,000 would not be paid. I searched out and found no cause why he should say so, except that Paora had asked him for that sum. I think, also, it was not clearly explained that at the end of the year the £1,000 was to be paid, with interest, to Paora. That explanation not being given, he signed, for Maoris prefer to be paid money down.

Paora Torotoro got a great quantity of goods on credit after he signed the deed of conveyance. He stated that Sutton was continually urging him to get goods on credit. I am inclined to believe this, because there was no reason for delaying the payment of £1,000 for a year, except that he (Sutton) might get the whole of it for himself. Sutton showed how much of the consideration for this land was composed of liquor. The Parliament will know how to deal with this.

Sutton said that he was not acting as agent for Brathwaite, the lessee; but he also said that after he had purchased the land the lessee offered to purchase it from him, if he would let him have it cheap. I believe that Sutton was agent for the lessee. Had he not been his agent he would not have sold the land for £3,000; rather would he have kept it for himself, and drawn the rent, £300, regularly.

Rewi Haukore made a complaint against Sutton similar to that made by Paora Torotoro. My opinion on this complaint is the same as on that of Paora Torotoro, above set forth.

On considering the character of the transactions affecting this land, I am of opinion that the complainants have just ground of complaint.

WIREMU HIKAIRO, Commissioner.

No. XIX.—OMARUNUI No. 1 (MOTEO).—Paora Torotoro, Rewi Haukore, nga Kaitono.

Ko te tono a Paora Torotoro, he whakahe kia Tatana (F. Sutton), mo tenei whenua a e tono ana kia tirohia te moketetanga.

He maha nga korero i whakapuakina mai e tetahi taha e tetahi taha ki te Kouti, mo tenei tono no runga i aua korero ka kitea. Ko tenei whenua kua oti te whakawa e te Kouti Whenua Maori, kua whakaputaina te Karauna Karaati ki nga Kaitono, a no muri iho o te whakatuturutanga a te Kouti i taua whenua ki a raua ka moketetia ki taua Pakeha ki a Tatana, i muri iho i te moketetanga, ka hokona ki taua Pakeha ano. I whakaaturia katoatia mai aua pukapuka ki te Kouti, te pukapuka o te mokete, me to te hoko a e mau ana nga ingoa o taua hunga i aua pukapuka.

I mua atu o te moketetanga, e reti ana taua whenua ki tetahi Pakeha ko Parakiweta te ingoa ko te utu reti mo te tau e £300. Ki taku whakaaro i nui ano te pai, me he hiahia o taua kai-utu reti ki taua whenua.

Na ko te ahua o Paora Torotoro, ko ia nei tetahi o nga Kaitono whakawa, ki taku whakaaro, he tangata hiahia ki te mea engari he tangata whakaaro kore, he tangata kuare ki nga tikanga Pakeha.

I mua atu o te wa i mahia ai te pukapuka mokete mo tenei whenua, i haere atu taua Paora Torotoro ki te nama taonga, waipiro, aha noa mana i a Tatana, a tukua atu ana. Ahakoa maha kaore taua Tatana e hopohopo ki te tuku kei ngaro ona taonga. Ki te ki a Tatana, i te mea kaore i whakaea noa a Paora Torotoro i tetahi wahi o ana nama ka tono mai ano ki a ia kia whakahanga tetahi whare mona. Kiia atu ana e ia ki taua Paora:—"Ka whakaae au, ki te pai koe ki te tuku mai i Moteo hei punga mo aku moni." Ka whakaae a Paora ki taua kupu. Na ki taku whakaaro, ko te take ano tena i kore ai taua Pakeha e hopohopo ki te tuku nui i te nama ki a Paora he hiahia nona kia whai tikanga ai ia ki taua whenua.

Ki te ki a Paora Torotoro ko te kaiwhakahaere, me te kai mahi o taua hiahia ko Matene Hemara Kaiwhakamaori ko taua Kawhakamaori i mea, kaore ia i whakahaere i mahi ranei, engari he whakamaori anake tana i nga korero e whakahaua mai ana e Tatana ki a ia kia korerotia atu ki nga Kaitono whakawa. I roto i etahi o nga kororo a taua Kaiwhakamaori, e whakaaro ana au e ahua tika ana te kupu a Paora Torotoro ko taua Kaiwhakamaori te kaiwhakahaere me te kaimahi o te hiahia o Tatana ki taua whenua.

I te wa i tuhituhia ai te pukapuka mokete mo tenei whenua kua tae nga nama a Paora Torotoro ki te £150, heoi tuhia ana ki roto i taua pukapuka ka £500. Ki te ki a Tatana, ko te take i tuhia ai kia pera te moni, he mea whakaaro nana kia pera te moni mo te whare, engari kihai i whakaaturia atu ki a Paora Torotoro i te wa i tuhi ai ia i tona ingoa ki taua pukapuka ko te moni mo te whare kei roto i taua £500. Na, ko te pukapuka mokete kua oti noa te mahi a no muri noa iho, katahi nga nama a Paora Torotoro ka rite ki te moni i tuhia ki roto i taua pukapuka. Ki taku whakaaro kaore i tika tenei tu pukapuka mokete; otiia ko te Paremata e tino mohio ana ki te tikanga mo nga mea penei.

E toru, e wha ranei nga marama o muri iho o te otinga o taua whenua i te mokete ka tuhia te pukapuka hoko. I tena wa kua tae nga nama a Paora Torotora ki te £1,200. Na he mea miharo ki a au te tuku nui a taua Pakeha a Tatana i te nama ki a Paora i roto i te takiwa poto otiia ki taku whakaaro, ko te take i pai ai taua Pakeha ki te pera he hiahia nona kia riro taua whenua i a ia.

I ki a Paora Torotoro ko nga take i whakaae ai ia ki te tuhituhi i tona ingoa ki te te pukapuka o te hoko na te whakaaetanga a Tatana ki te kape i tetahi wahi o taua whenua ki waho o te hoko; ara ki te waiho ki a ia me te kiinga hoki ka homai tonu ki a ia te £1,000 i muri tonu iho o tona tuhinga ki taua pukapuka. Ko Matene Hemara Kaiwhakamaori i mea kaore ia i rongo, kihai ano hoki aua kupu i whakapuakina i te wa i tuhituhi ai a Paora ki taua pukapuka, a ki taku whakaaro, kihai i puaki i a Paora Torotoro raua ko Tatana tetehi whakariteritenga me kape tetahi waahi o tenei whenua ki waho o te hoko. Engari te kupu ka puta tonu te £1,000, e whakaaro ana au he tika. I ki hoki te Kaiwhakamaori i whai kupu ano a Tatana kia ia kia ki atu ki a Paora Torotoro kaore he £1,000. Na i rapu au, kaore he take e tika ai te whakaputa i tera kupu heoi te take ki taku whakaaro, he tononga na Paora kia hoatu taua moni. E whakaaro ana hoki au kihai i marama te whakaatu kia pau te tau, ka whakaputa ai te £1,000 me nga hua ano kia Paora no reira i whakaae ai ki te tuhi, notemea ko ta te Maori mea tino pai ko te puta tata tonu.

Ka nui nga nama a Paora Torotoro o muri iho o taua tuhinga i tona ingoa ki te pukapuka hoko. Ki te ki a Paora ko Tatana tonu hei tonotono ki a ia kia nama. E whakaaro ana au, he tika ina hoki kaore he take i waiho ai kia pau te tau ka whakaputa ai i te £1,000, engari he mohio nona, tera e pau katoa taua moni mana. I whakaaturia mai e Tatana te nui o nga moni utu mo tenei whenua i pau mo te waipiro. Ko te Paremata e mohio ana ki tenei.

I ki a Tatana e hara ia i te kaiwhakahaere mo Parakiweta kaiutu reti otiia i ki i ano ia, no muri iho o te otinga o taua mahi hoko, katahi taua kaiutu reti ka mea mai ki a ia ki te taea e ia te hoko mo te utu iti. Ki taku whakaaro, he kaiwhakahaere ia mo taua kaiutu reti mehemea hoki ehara ia i te kaiwhakahaere mo taua pakeha, kihai taua whenua i hokona e ia mo te £3,000; engari kua puritia tonutia mona, kua tango tonu hoki ia i te £300 o te reti.

Rewi Haukore: Ko te tono a Rewi, he whakahe ano kia Tatana he penei ano te ahua me te tono a Paora Torotoro. A ko aku whakaaro mo runga i nga korero mo tenei tono e rite ana ano ki aku whakaaro mo runga i te tono a Paora kua korerotia atu nei.

Na ko taku whakaaro mo runga i nga whakahaerenga katoa o tenei whenua e tika ana te tono a nga Kaitono whakawa.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. XX.

TUNANUI.—Hare Torotoro, Renata Kawepo, and Paora Kaiwhata, Complainants.

Hare Torotoro complains against R. D. Maney, because he (Hare) got no money for mortgaging his portion of this land to that European. All that he got was a plough, some goods, and some liquor

In the evidence given before the Commissioners in this case the complainant said that he signed the mortgage deed of this land because that European and he arranged that he (complainant) was to receive £200 for his interest in the said land.

The defendant stated that he did not mention that sum to the complainant, but that he said he would arrange with him (complainant). Further, that the complainant was glad when he heard that the others were only to get small amounts.

The defendant said that he considered the complainant's share in this land to be worth £50.

My opinion on the evidence in the matter of this complaint is—

1. The complainant is correct when he states that he signed the mortgage deed, because he had

arranged with the defendant that he (complainant) was to get £200. The complainant was not a slave of the defendant, to justify the defendant in saying that he would arrange with the complainant.

2. The Parliament knows what are likely to be the results of purchasers interviewing persons interested in land, separately; that is, so that not one of the grantees of the land which it is desired to acquire shall know anything of the statements and writings of another.

3. It was not because the defendant knew that the complainant had but a small share in this land that the money for him was less than for the others; it was because the complainant did not owe the defendant much.

Renata applied to have all the documents, showing all transactions relating to this land, looked into, because he alleged that he had not signed either conveyance or mortgage of the said land; and he complained against R. D. Maney.

When the complaint was heard a mortgage deed was inspected, and the name of the complainant was there written in a handwriting exactly resembling that of the complainant.

When the complainant saw the signature attached to the deed, he admitted that it was his, but he had no idea of where he signed the deed.

Martyn Hamlin said he interpreted the deed to complainant, who signed the same in a public-house.

I believe the signature attached to that mortgage deed to be that of the complainant, but that he was drunk when he signed it.

The complainant said that he heard from Maney that the payment for his share of that land was to be £1,000, but it was appropriated to pay the debts of Haromi [Haromi is the widow of Karauria].

The defendant admitted this.

I consider that the defendant should not have appropriated that money for the purpose of paying those debts, because the complainant did not give his consent to such a proceeding.

Paora Kaiwhata: This man complains against Maney for the following reason:—The price agreed upon for this land was £4,000; when he went to fetch it it was not given to him, but it was arranged he was to get £500. When he went to get that it was not given to him; he only got grog.

My opinion on this complaint is: The complainant was not justified in making this complaint.

WIREMU HIKAIRO, Commissioner.

No. XX.—TUNANUI.—Hare Torotoro, Renata Kawepo, Paora Kaiwhata, nga Kaitono.

Ko te tono a Hare Torotoro he whakahe ki a Miini (R. D. Maney), te take kaore he moni i riro mai ki a ia mo tona moketetanga atu i tona waahi o tenei whenua ki taua Pakeha. Heoi nga mea i riro mai ki a ia kotahi parau ko etahi taonga, me etahi waipiro.

Na i runga i nga korero katoa i whakaaturia mai ai ki te Kouti mo tenei tono, e mea ana te Kaitono:—Ko te take i tuhi ai ia i tona ingoa ki roto ki te pukapuka mokete mo tenei whenua, he otinga no ta raua korero ko taua Pakeha, i mea kia £200 te utu mo tona (to te Kaitono) paanga, ki taua whenua.

I mea te Kaikaro kihai ia i whakahua i tena moni ki te Kaitono whakawa, engari kei a ia tonu te tikanga mona (mo te Kaitono). I mea ano hoki te Kaikaro, i te rongonga o te Kaitono he iti te moni ma era atu ka koa.

Ki te whakaaro a te Kaikaro whakawa ka rite te nui o te paanga o te Kaitono ki tenei whenua ki nga moni e £50.

Na ko taku whakaaro i runga i nga korero mo tenei tono:—

1. He tika te ki a te Kaitono whakawa i tuhi ai ia i tona ingoa ki te pukapuka mokete, he otinga no ta raua korero ko te Kaikaro mo he £200. Ehara hoki i he mea he pononga na te Kaikaro te Kaitono i kiia ai ma te Kaikaro whakawa tonu te whakaaro ki te Kaitono.

2. Ko te Paremata e mohio ana ki nga peheatanga o te korero takitahi a te kaihoko whenua ki nga tangata whai whenua. Ara, ki tenei, kaua tetahi o nga tangata o roto i te Karauna Karaati o te whenua e hiahiatia ana kia hokona e rongo i nga korerotanga me nga tuhituhinga a tetahi.

3. Ehara i te mea he mohiotanga no te Kaikaro ki te iti o te paanga o te Kaitono whakawa ki tenei whenua i whakaiti ai i te moni ma te Kaitono, i whakanui ai ma era atu. Engari he iti no nga nama a te Kaitono.

Ko te tono a Renata he mea kia tirohia nga pukapuka o nga meatanga katoa o taua whenua, ki tana, kore rawa ia i tuhi pukapuka hoko mokete ranei mo taua whenua a e whakahe ana kia Miini (R. D. Maney).

A i te wa i whakarangona ai nga korero mo tenei tono ka tirohia tetahi pukapuka mokete, e mau ana te ingoa o te Kaitono ki taua pukapuka, a ko te tuhi o taua ingoa rite pu ano ki te tuhi a te Kaitono.

A i te kitenga a te Kaitono i te ahua o te reta e mau ana ki taua pukapuka, ka mea ia ko taua tuhi nana, engari ko te tuhinga kaore rawa ia e mohio ana i tuhi ia ki whea i taua pukapuka mokete.

E ki ana a Matene Hemara ko ia te Kaiwhakamaori o taua pukapuka ki te Kaitono a i tuhi te Kaitono i tona ingoa ki taua pukapuka i roto i te Paparakauhe.

Heoi ko taku whakaaro he tika, na te Kaitono ano tona ingoa i tuhi ki taua pukapuka mokete, engari he mea tuhi hauranga.

E mea ana te Kaitono i rongo kau ia ki a Miini ko te moni hei utu mo tona waahi o taua whenua £1,000, engari i whakapaua hei utu mo nga nama a Haromi (ko Haromi he pouaru na Karauria).

I whakaaetia taua korero e te Kaikaro.

Taku whakaaro mo tenei kaore i tika te tukunga a te Kaikaro i taua moni mo era nama, kaore hoki he whakaaetanga a te Kaitono whakawa kia peratia.

Paora Kawhata: Ko te tono a tenei he whakahe kia Miini, ko te take ko te utu i whakaaetia mo tenei whenua e £4,000; te haerenga atu ki te tiki, kaore i homai tera moni, whakaritea ana ko te

£500 e whakaputa mai. Te haerenga atu ki te tiki atu i tera kihai i homai, homai ke ana he waipiro anake.

Taku whakaaro mo runga i nga korero mo tenei tono kihai i tika te whakahe a te Kaitono.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. XXI.

WAIPIROPIRO.—Tareha Te Moananui, Tamehana Pekapeka, Complainants.

Tareha complained against R. D. Maney, because that European asserted that he had acquired all that land by purchase.

Tareha stated that there were only two pieces to which he knew that that European had any claim:—

1. The piece leased by Karauria to that European, and sold by the said Karauria to raise money for the purpose of paying a portion of his debts.

2. The piece leased to the same European in accordance with the arrangement that he was to have it for seven years to wipe off Karauria's debts, and then it was to be returned to the Maoris.

The complainant said that it was a good while after Karauria's death that they heard that European had stated that he had got the whole of the said land.

Tareha also showed that the bulk of the goods given on credit by that European to Karauria consisted of liquor.

Maney, the defendant, stated that he had acquired the whole of the land by proper purchase. He said that when the purchase was talked of the complainant was member of Parliament for the East Coast Maori Electoral District; that they properly negotiated the sale at Wellington; and that the complainant executed the conveyance. Also, that Karauria was living at that time.

Edwards Hamlin, Resident Magistrate of Maketu, Bay of Plenty, gave evidence in respect of this land. He said that he interpreted the deeds of conveyance of this land to the complainant, and that he thoroughly explained the conditions of the said deed.

Part of his evidence was in accord with the second portion of the complainant's statement.

On looking through the evidence in this case, it appears that the complainant states that a portion of this land still belongs to himself and other Maoris. The defendant says that there is none of the said land left for the Maoris, he having purchased the whole of it as payment for Karauria's debts.

I am not able to say whose statement is the correct one.

Tamehana Pekapeka, Complainant.

The complaint made by Tamehana Pekapeka to the Commissioners was this: He stated that when he signed his name to the deed of that land he understood that he was signing a lease. A good while afterwards, he, for the first time, heard that it was a conveyance.

On looking through the evidence on both sides, it appears that the complainant states that he has not signed any deed conveying his interest in that land to R. D. Maney.

Maney states that the complainant did sign a conveyance, but that no money was paid by the defendant to the complainant in payment for his share; it all went to liquidate Karauria's debts.

I believe that the complainant is correct in stating that he has not sold his share, and that he has not signed any deed of conveyance.

Martyn Hamlin, interpreter, stated that the complainant understood the meaning of the conveyance when he signed his name to it.

I think the complainant did not understand the meaning of that document, inasmuch as it was Karauria who gave the complainant most of his information.

WIREMU HIKAIRO, Commissioner.

No. XXI.—WAIPIROPIRO.—Tareha Te Moananui, Tamehana Pekapeka, nga Kaitono.

Ko te tono a Tareha e whakahe ana ki a Miini (R. D. Maney) mo te kiinga a taua pakeha kua riro katoa taua whenua i a ia he mea hoko.

Ki te ki a Tareha: E rua anake nga waahi i mohiotia e ia e whai tikanga ana taua Pakeha:—

1. Ko te waahi i tukua a retitia atu e Karauria ki taua pakeha a hokona tonutia atu ana e taua Karauria ano hei utu moni hei whakaea mo tetahi waahi o ana nama.

2. Ko te waahi i tukua a retitia atu ki taua Pakeha ano i runga i te tikanga i whakatakotoria kia whitu nga tau mona e reti ana ki taua waahi ka ea nga nama a Karauria hei reira ka whakahoki ano te whenua ki a ratou, ara ki nga tangata maori.

Ki te ki a te Kaitono whakawa no muri rawa iho o te matenga o Karauria ka rangona te ki a taua Pakeha a Miini kua riro katoa taua whenua i a ia.

I whakaaturia mai hoki e Tareha, ko te nuinga o nga taonga i tukua e taua pakeha hei namanga ma Kararia he waipiro.

Ko Miini, ko ia nei te Kaikaro whakawa, i mea kua riro te whenua katoa i a ia he mea ata hoko marie. Ki tana ko te wa i korerotia ai taua hoko, no te wa ano o te Kaitono whakawa e tu ano hei mangai mo te Takiwa Pooti Maori Tairawhiti ki te Paremata he mea ata korero marie e ratou taua hokonga i Poneke a i tuhi ano te Kaitono whakawa i tona ingoa ki te pukapuka o te hokonga. A e ora ana ano a Karauria i tera wa.

I tu hoki a Erueti Hemara Kaiwhakawa Tuturu o Maketu, Pei o Pureti, ki te whakaatu korero mo tenei whenua. Ko ana korero, he whakaatu ko ia te Kaiwhakamaori i nga pukapuka hoko o tenei whenua ki te Kaitono whakawa, ki tana ki i marama tonu tana whakaatu i nga tikanga o taua pukapuka.

Ko etehi o ana korero, e rite ana tetahi waahi ki te waahi tuarua o nga korero a te Kaitono whakawa.

I runga i nga korero katoa i whakapuakina mai mo tenei tono, ko te Kaitono whakawa e mea ana, e toe ana ano tetahi waahi o tenei whenua ki a ratou ki nga tangata Maori. Ko te Kaikaro whakawa e ki ana kaore rawa he toenga o taua whenua ki nga tangata Maori, kua riro katoa i a ia he mea hoko hei utu mo nga taonga i nama e Karauria.

Na ko taku whakaaro, kaore au i marama ko ta wai o a raua kupu e tika ana.

Tamehana Pekapeka, Kaitono.

Ko te tono a Tamehana Pekapeka i tuku mai ai ki nga Komihana, he whakaatu mai ko te kupu i rongo ai ia i he wa i tuhi ai ia i tona ingoa ki te pukapuka o taua whenua he pukapuka tuku reti. No muri noa iho katahi ia ka rongo, he pukapuka hoko.

I te wa i whakaaturia ai nga korero a tetahi taha a tetahi taha ka kitea, e mea ana te Kaitono whakawa kaore ano ia i tuhi noa i tetahi pukapuka hoko mo tona waahi o taua whenua ki a Miini (R. D. Maney).

Ko Miini e ki ana kua tuhi pukapuka hoko te Kaitono whakawa engari kaore rawa ana moni (a te Kaikaro) i hoatu ai ki te Kaitono whakawa hei utu mo tona waahi, i riro katoa hei utu mo nga nama a Karauria.

Ko taku whakaaro he tika te ki a te Kaitono whakawa kaore ano tona waahi i riro noa te hoko, kaore ano hoki ia i tuhi i tetahi pukapuka hoko.

E mea ana a Matene Hemara, Kaiwhakamaori, i marama ano te Kaitono whakawa ki nga tikanga o te pukapuka hoko i he wa i tuhi ai ia i tona ingoa ki taua pukapuka.

Ki taku whakaaro, kihai i marama i te Kaitono nga tikanga o tana Pukapuka, ina hoki na Karauria ke te roanga o nga korero ki te Kaitono.

Wiremu Hikairo, Komihana.

REPORT on CASE No. XXII.

Te Kiwi.—Erihi Whakina and 12 Others, Complainants.

The complainants in this case are thirteen; Erihi Whakina is one of them. The said Erihi did not appear before the Commissioners; but Ahipene Tamaitimate and Petera Whakahoro stated the case of the complainants.

Those people complain against a European named William Couper, because certain conditions agreed upon for the lease were not carried out by that European.

This land is in the district of Wairoa, Hawke's Bay, and a Crown grant has been issued by the Native Land Court for the same to ten persons.

This land was leased by the grantees to that European for twenty years, at an annual rental of £15.

The first agreement to lease was written in Maori, and contained a condition to the effect that the European and the grantees should have equal rights over the land, and all things thereto belonging; and when that deed was written out, and its contents read over to the ten grantees, they all consented and signed their names to the deed, which was then given to the European. The deed was translated into English, and the translation given to Ahipene Tamaitimate, which translation was produced by the said Ahipene during the hearing of this complaint.

Complainants stated that they had no trouble whatever with that European during the time of the existence of the lease, which was written in Maori, although the European was long in possession.

There was a great deal of evidence given on both sides in this case, and our opinion thereupon is:—

1. The complainants were not justified in complaining against William Couper, because there was no trouble between him and the Maoris during the time that the lease in Maori was in force, notwithstanding that he had long been in possession.

2. The proper person against whom the complaint should have been made was the person who interpreted the second deed.

3. The trouble between William Couper and his Maori friends was caused by George Worgan, licensed interpreter, because he instructed the lawyer to prepare the second lease, and he also took it from Napier to Te Wairoa to get the signatures of the Maoris; he also told the Maoris that that was a document authorizing £10 for the surveyor.

4. We believe all the statements made before the Commissioners against that interpreter in respect of this complaint, because, with reference to his declaration on the lease, it was, after much questioning, elicited that he did not witness all, but the names were affixed by other persons.

5. The said lease should be declared null and void.

Wiremu Hikairo, Commissioner.
Wiremu Te Wheoro, Commissioner.

No. XXII.—Te Kiwi.—Erihi Whakina me etahi atu 12, nga Kaitono.

Ko nga Kaitono i tenei whenua kia whakawakia tekau ma toru ko Erihi Whakina tetahi o ratou. Ko taua Erihi, kaore i tae mai ki te Kouti, engari ko Ahipene Tamaitimate raua ko Petera Whakahoro nana i whakaatu mai nga korero mo ta ratou tono.

Ko te tono a taua hunga e whakahe ana ki a Wiremu Kupa, Pakeha mo nga tikanga i whakamana e taua Pakeha.

Ko tenei whenua kei te takiwa ki te Wairoa Nepia. He piihi whenua tenei kua whakaputaina he Karaati ki nga tangata kotahi te kau e te Kouti Whenua Maori.

Ko tenei whenua, i tukua a-reti-tia e taua hunga o te Karaati ki taua Pakeha mo nga tau e 21 ko te utu mo te tau £15.

Ko te pukapuka o te whakaritenga tuatahi o taua reti, he mea tutuhi ki te reo maori, i tuhia ki taua pukapuka etahi kupu, me rite tonu te mana o te Pakeha ratou ko nga tangata o te Karaati ki taua whenua me nga mea katoa e mau ana ki runga o taua whenua; a i te otinga o taua pukapuka i te tuhituhi ka korerotia nga tikanga ki nga tangata kotahi tekau o roto i te Karaati, whakaae katoa ana taua hunga a tuhi katoa ana i o ratou ingoa ki taua pukapuka a tukua atu ana tana taua pukakuka ki Pakeha. Ko taua pukapuka, i whakapakehatia ano, a tukua ana mai ki a Ahipene Tamaitimate taua whakapakehatanga a i te wa i korerotia ai tenei tono, ka whakaaturia mai e taua Ahipene taua whakapakehatanga.

Ki te ki a nga Kaikorero kore rawa he raruraru a ratou ko taua pakeha i tupu i te wa ko taua pukapuka maori ano te pukapuka o te reti, ahakoa roa noa te nohoanga o taua Pakeha ki taua whenua.

He maha nga korero i whakaaturia mai ki te Kouti e tetahi taha e tetahi taha mo tenei whenua. A ko a maua whakaaro i runga i aua korero, koia enei:—

1. Kaore i tika te tono whakahe a nga tangata mo Wiremu Kupa, kaore hoki i tupu he raruraru i taua pakeha ki nga Maori i te wa ko te pukapuka Maori ano te pukapuka o te reti ahakoa roa noa tana nohoanga ki taua whenua.

2. Ko te tangata tika hei whakaheanga ma taua hunga ko te Kaiwhakamaori o te pukapuka tuarua.

3. Ko te take i tupu ai he raruraru ki a Wiremu Kupa ratou ko nga tangata Maori na Teoti Wakana, Kaiwhakamaori whai Raihana, nana hoki te pukapuka tuarua mo te reti i whakahau kia hanga e te Roia, a nana ano i mau atu i Nepia ki te Wairoa kia tuhia e nga maori o ratou ingoa; nana ano hoki i ki atu ki nga tangata Maori ko taua pukapuka, he pukapuka tukunga i te £10 ma te Kairuri.

4. E whakapono ana maua ki nga korero whakahe katoa i whakaaturia mai ki te Kouti mo taua Kaiwhakamaori i runga i tenei tono, te take, ko ana kupu tuturu i tuhi ai ki te taha o te pukapuka, reti i kiia mai e ia, i runga i te mahanga o nga patainga kihai ia i kite katoa engari na etahi tangata ke i tuhi nga ingoa.

5. Ko taua pukapuka reti, me whakanoa.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XXIII.

HIKUTOTO.—Henare Tomoana, Karaitiana Takamoana, Meihana Takihi, Hone Wharemako, Complainants.

All the statements of the complainants in respect of this land were set forth to the Commissioners but Karaitiana Takamoana himself withdrew his complaint. Some of the complainants whose names are given above, gave evidence.

With reference to Henare Tomoana's evidence in this case, I think that the fault lay with the persons whose names were inserted by the Native Land Court in the Crown grant for that land, in not asking at the time of the investigation that Henare Tomoana's name should also appear in the grant.

He, with others, shared in the benefits of the proceeds of the land, and there is not much ground for the complaint made by the complainant to the Commissioners.

With reference to Te Meihana Takihi's complaint, it is not right, because he is born of the same father and mother as Karaitiana Takamoana.

With reference to Hone Wharemako's statement, it is correct that he had a large interest in the land, according to Maori custom; but he conducted his case before the Native Land Court in a stupid manner when the land was adjudicated upon, for he was present at the time.

WIREMU HIKAIRO, Commissioner.

No. XXIII.—HIKUTOTO.—Henare Tomoana, Karaitiana Takamoana, Meihana Takihi, Hone Wharemako, nga Kaitono Whakawa.

Ko nga korero katoa a nga Kaitono whakawa mo tenei whenua i whakaaturia mai ko te Kouti engari ko te tono whakawa a Karaitiana Takamoana nana ano i whakakore i roto ano i taua Kouti. Ko etahi o nga Kaitono whakawa e tuhi nei o ratou ingoa ki runga ake nei i whakaatu mai i a ratou korero.

Taku whakaaro mo runga i nga korero a Henare Tomoana mo tenei whenua, ko te he, na nga tangata i tuhia ra e te Kouti Whenua Maori o ratou ingoa ki te Karaati o taua whenua kihai i tono ki taua Kouti kia tuhia hoki te ingoa o Henare Tomoana ki te Karaati i te wa i whakawakia ai.

I whiwhi hoki ia me era atu ki nga hua o nga moni utu o taua whenua a kaore he tino take i tuku tono mai ai te Kaitono ki nga Komihana.

Taku whakaaro mo te tono a Te Meihana Takihi kihai i tika tana tono, kotahi hoki papa kotahi whaea o raua ko Karaitiana Takamoana.

Taku whakaaro mo runga i te tono a Hone Wharemako. He tika he nui tona paanga ki taua whenua i runga i te tikanga maori, otiia nona ano te kuare ki te whakahaere i tono paanga ki te aroaro o te Kouti Whenua Maori i te wa i whakawakia ai taua whenua notemea i reira ano ia i te whakawakanga.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. XXIV.

HURAMUA No. 2 AND No. 3.—Tiaki Kainga, Complainant.

Grants have been issued for this land by the Native Land Court to ten persons.

Tiaki Kainga made an application to the Commissioners to have the case of this land investigated. The complainant and his witness gave evidence at length, of which the following is a *précis*:—

1. This land was sold to a European named Joseph Carroll.
2. All the grantees executed the deed of sale.
3. That European asked that that land should be given up to him, that he might look after it for them all.
4. The complainant and other grantees obtained a large quantity of goods from that European.
5. The hapu were very angry.
6. The alienation of the land was restricted at the time of the Court.

Mr. Joseph Carroll appeared and gave evidence on his side. Part of what he said agrees with Nos. 1, 2, and 4 of the evidence of the complainant. He said nothing on Nos. 3 and 5. On No. 6, he said: After the land had been ceded to him, and after all the grantees had signed the conveyance, then the complainant applied to the Chief Judge of the Court to have restrictions placed on the alienation of the land.

On hearing the evidence of the defendant on part 6 of the evidence of the complainant and his party, the Commissioner sent a query to the Chief Judge of the Native Land Court; and his reply agreed with part of the evidence of the defendant given before the Commissioners.

Our opinion in this case is:—

1. The sale of this land to Mr. Joseph Carroll was perfectly correct.
2. We do not know the reason why the European said that that land should be given to him to take care of for them all.

The Judge of the Native Land Court who heard the case at the time of the investigation of the title to this land knew why the names of all the members of the hapu interested in the land, according to Maori custom, were not written down.

It is correct that the alienation of this land was not restricted by law at the time the case was heard before the Native Land Court, but long after the parties had executed the deed of conveyance.

Parliament will know what should be done in such a case.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XXIV.—HURAMUA, No. 2, No. 3.—Tiaki Kainga, Kaitono.

Kua whakaputaina he Karaati mo tenei whenua e te Kouti Whenua Maori ki nga tangata kotahi tekau.

I tuku tono mai a Tiaki Kainga ki nga Komihana kia whakawakia taua whenua.

He maha nga korero a te Kaitono whakawa raua ko tona kai korero i whakaatu ai heoi, ko nga tino kupu enei o roto i a raua korero:—

1. Ko tenei whenua kua oti te hoko ki tetahi pakeha ko Te Okara te ingoa.
2. I tuhi katoa nga tangata kotahi tekau o roto i te Karaati i o ratou ingoa ki roto i te pukapuka hoko.
3. I ki taua pakeha me tuku atu taua whenua ki a ia tiaki ai mo ratou tahi.
4. He maha nga taonga o taua pakeha i riro ki te Kaitono whakawa ratou ko era atu o te Karaati.
5. He nui te riri o te hapu.
6. He whenua here e Te Ture i te wa ano i Koutitia.

I tu hoki a Te Okara ki te whakaatu korero mo tona taha. Ko etahi o ana korero e rite ana ki te waahi 1, 2, & 4 o nga korero a te Kaitono whakawa, ko te 3 & 5 kihai te Kaikaro i whai kupu. Engari ko te 6 i kiia e ia, no muri i te tukunga o taua whenua ki a ia me te tuhinga hoki o nga ingoa katoa o nga tangata o te Karaati ki te pukapuka hoko, katahi te Kaitono whakawa ka tuhi pukapuka atu ki te Tumuaki o te Kouti Whenua Maori kia herea taua whenua.

Na i runga i te korero a te Kaikaro i whakaatu mai ai mo te waahi tua 6 o te korero a te Kaitono whakawa ratou ko tona taha, ka tukua he patai ma nga Komihana mo taua mea ki te Tumuaki o te Kouti Whenua Maori, a ko tana whakahokinga mai, e rite ana tetahi waahi ki nga korero a te Kaikaro whakawa i whakaatu mai ai ki te Kooti.

Heoi ko a maua whakaaro mo runga i nga korero mo tenei whenua:—

1. Kua tika rawa te hokonga o tenei whenua kia Te Okara.
2. Kaore maua i mohio ki te take hei kiinga ma te Pakeha me tuku taua whenua ki a ia tiaki ai mo ratou tahi.

Ko te Kaiwhakawa o te Kouti Whenua Maori nana i whakawa taua whenua i mohio i te wa i whakawa ai ia i tenei whenua ki te take i kore ai e tuhia katoatia nga ingoa o nga tangata o te hapu e pa ana ki taua whenua i runga i te tikanga Maori.

He tika, kihai taua whenua i herea e te ture i te ra tonu o te whakawakanga a te Kouti Whenua Maori, engari no muri ke iho o te tuhituhinga a nga tangata i o ratou ingoa ki roto i te pukapuka hoko.

Ko te Paremata e mohio ki te tikanga mo taua tu mea.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XXV. (1.)

(1.) TAMAKI.—Henare Matua, Complainant. Complaint No. 138.

The complaint made by this complainant was against the Government:

1. Because this land was surveyed in the same manner as other lands.

2. Because some surveyors, who went out in accordance with the instructions of the objectors to the sale, were stopped.

3. The person who negotiated the sale did not heed the words of those who opposed it.

The complainant appeared before the Commissioners and gave evidence in support of his complaint. Our opinions upon his statements are as follows:—

The complainant said that the reason why the survey was wrong was, that it was not done under the control of all the tribes interested in the land, but only under the control of some, after the Court had sat.

It is right that all the tribes interested in the land should take part in laying off the boundaries, that is, if the land has not been adjudicated upon by the Native Land Court. But as for this land, it was passed through the Court, and a decision given in favour of those found to be entitled, and to have knowledge of the land. Those persons laid off the boundaries, and there is no reason for saying that the survey is wrong because all the tribes did not join in conducting it.

The complainant further said that the plans of this land were not prepared in accordance with the rule of the Native Land Court which states that the lines must be cut and the pegs put in; but that the surveyors got their information from other plans of lands, which were surveyed formerly.

Our opinion on this is, that the Inspector of Surveys knows whether this is right or wrong.

We do not see why the complainant should blame the Government on this ground.

With regard to his complaint against the Native Land Court, it is perhaps correct that Aperahama and Te Ropiha were entitled to land in the Ahuaturanga Block, but perhaps the statements which were made by them before the Court were incorrect [or insufficient], and therefore decision was given against them. The complainant also said that that decision was to hold good as against the descendants of these persons.

We say, Why should the descendants be put right when the title of the parents has been found to be bad?

Our opinion on the bulk of the evidence of the complainant in this case is, that we cannot see why his complaint should have been made against the Government; and we further say that the Native Land Court acts on its own responsibility, and not by direction of the Government.

We are not able to express an opinion as to the correctness or otherwise of the statement of the complainant, that the Government refused an application for a rehearing of the case of that land.

We are not clear as to the correctness of the rest of the evidence of the complainant.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XXV. (1.)—TAMAKI.—Henare Matua Kaitono, Whakawa.

Ko te tono a te Kaitono he whakahe ki te Kawanatanga:—

1. Mo te korenga o te ruritanga o tenei whenua i rite ki o etahi atu whenua.

2. Mo te arainga i etahi kairuri i runga i te tono a te hunga e whakahe ana i te hoko.

3. Mo te korenga o te kaiwhakahaere i te hoko e whakarongo ki te kupu a nga tangata e whakahe ana i taua mea i te hoko.

I tu taua Kaitono ki te Kouti whakaatu korero ai mo runga i tana tono.

Ko a maua whakaaro mo runga i ana korero koia enei:

E mea ana te Kaitono ko te he o te ruritanga, ehara i nga iwi katoa e pa ana ki taua whenua i whakahaere engari ma etahi anake i muri mahi o te Koutitanga.

He tika ano kia uru nga iwi katoa e pa ana ki runga i te whenua ki te whakakoto rohe, mehemea kaore ano taua whenua i ata whakawakia ki te Kouti Whenua Maori. Tena ko tenei whenua kua oti te whakawa kua whakataua ki nga tangata i kitea te tika o o ratou take, me to ratou mohiotanga ki te whenua. A ko taua hunga te kaiwhakatakoto o nga ruritanga a kaore he take e kiia ai hei he mo te ruritanga te korenga o nga iwi katoa i uru ki te whakahaerenga o te ruri.

E mea ana hoki te Kaitono whakawa: Ko te hanganga o nga Mapi o tenei whenua kihai i rite ki te ture a te Kouti Whenua Maori i mea, me ata tapahi nga raina me ata pou nga peeke; engari he mea titiro ke na nga Kairuri ki nga mapi o era atu whenua kua oti ra te ruri i mua.

A maua whakaaro mo tenei ko te Tino Kaititiro Mapi e mohio ana ki te tika ki te he ranei o tenei.

Kihai i marama i a maua nga he o te Kawanatanga i whakaaturia mai e Te Kaitono whakawa mo runga i tenei take.

Mo runga i ana kupu whakahe mo te whakawakanga a te Kouti Whenua Maori he tika pea i whai take ano a Aperahama raua ko Te Ropiha ki Te Ahuaturanga, heoi na te he ano pea o a raua korero i whakaatu ai ki te aroaro o taua Kouti i whakahengia ai raua. I mea hoki te Kaitono, ko te henga o aua tangata i whakataua katoatia ki o raua uri.

E mea ana maua: He aha hoki he take hei whakatika mo nga uri i te mea kua he nga take o nga matua?

Ta maua whakaaro mo runga i te roanga o nga korero a te Kaitono whakawa mo runga i tenei take, kihai maua i kite i te take o tana whakahe ki te Kawanatanga, a e tino mea ana maua na te Kouti Whenua Maori ake ano tana whakahaere ehara i te Kawanatanga.

Kihai maua i marama ki te tika ki te he ranei o te korero a te Kaitono whakawa i mea i whakakorea e te Kawanatanga te tono a nga tangata kia whakawakia tuaruatia ano taua whenua.

Ko te roanga o nga korero a te Kaitono whakawa kaore maua i marama.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XXV. (2.)

(2.) AHUATURANGA (Tamaki.)—Hamana Tiakiwai, Complainant. Complaint No. 26.

Hamana Tiakiwai made a complaint to the Commissioners in respect of this land. This land has been dealt with by the Native Land Court, and a Crown grant issued to certain persons. The name of the complainant does not appear in the grant.

He gave evidence before the Commissioners in support of his complaint. My opinion on that evidence is:—

It is perhaps correct that he was interested in that land, or a portion thereof, according to Maori custom; but he must have neglected to conduct his case before the Native Land Court, for he was present at the time when the title to that land was investigated by the Native Land Court.

It was his own fault, probably, that he did not get a share of the proceeds of that land, because he did not attend in accordance with Mr. Locke's notification, stating the day on which the money would be paid.

WIREMU HIKAIRO, Commissioner.

No. XXV. (2.)—AHUATURANGA (Tamaki).—Hamana Tiakiwai, Kaitono. Complaint No. 26.

Ko Hamana Tiakiwai te tangata i tuku tono mai ki nga Komihana mo tenei piihi whenua kia whakawakia. Ko taua whenua kua oti te whakawa e te Kouti Whenua Maori, kua whakaputaina he Karauna Karakiti etahi tangata. A kaore te ingoa o te Kaitono i tuhia ki roto o taua Karaati.

I whakaatu korero ano ia ki te Kouti a nga Komihana mo runga i tana tono. A ko aku whakaaro i kite ai i runga i aua korero koia enei:—

He tika pea i pa ia ki taua whenua ki tetahi waahi ranei o taua whenua i runga i te tikanga maori, engari nona ano te ngoikore ki te whakahaere i te aroaro o te Kouti Whenua Maori i tona paanga, inahoki i tae ano ia ki te Kouti i te wa i whakawakia ai taua whenua.

Nana ano te take i kore ai pea ia e whiwhi ki tetahi waahi o nga moni utu o taua whenua, kihai hoki ia i tae mai i runga i te whakaaturanga atu a Raka i te ra e whakaputaina ai aua moni.

WIREMU HIKAIRO, Komihana.

REPORT ON CASE No. XXVI.

PUKAAHU.

A Crown grant has been issued for this land by the Native Land Court, and the Government have got it, having purchased it with money.

Eru Te Tua sent a letter to the Commissioners stating that he did not consent to the sale of that land to the Government, and also that he did not execute the deed of conveyance.

When the Commissioners called on this complainant for hearing, the complainant and his witnesses appeared and gave evidence.

Certain other persons also appeared against the complainant and his party, and much evidence was given before the Commissioners in the matter of this complaint.

Our opinion on this complaint is:—

It is true that the complainant did not execute the deed of conveyance of that land, and his interest therein still remains to him.

As for the money, £15, paid to him, he did not ask for it—it was given to him by another man, and small blame to him for taking it.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XXVI.—PUKAAHU.

Kua whakaputaina he Karauna Karaati mo tenei whenua e te Kouti Whenua Maori, kua riro ano hoki ki te Kawanatanga he mea hoko ki te moni.

I tuku pukapuka mai a Eru Te Tua ki nga Komihana he whakaatu kihai ia i whakaae ki te hokonga o taua whenua ki te Kawanatanga he whakaatu mai hoki kihai ia i tuhi i tona ingoa ki te pukapuka o te hokonga.

I te wa i karangatia ai e nga Komihana taua tono kia whakawakia ka tu te Kaitono ratou ko ana kaiwhakaatu ka korero i a ratou nei korero.

I tu ano hoki etahi tangata hei karo mo nga korero a te Kaitono ratou ko tona taha, na he maha nga korero i whaaturia mai ki te Kouti mo runga i tenei tono.

Heoi ko a maua whakaaro i kite ai mo runga i tenei tono koia enei:—

He pono kihai te Kaitono i tuhi i tona ingoa ki te pukapuka hokonga o taua whenua, a ko tona paanga ki taua whenua kei te toe ano ki a ia.

Ko tona whiwhinga ki te moni tekau ma rima pauna (£15) ehara i te mea tono nana, engari he mea hoatu noa na tetahi tangata, na he aha hoki to te tango noa atu.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHERO, Komihana.

REPORT ON CASE No. XXVII.

TIKOKINO.—Renata Kawepo, Complainant.

Renata Kawepo asked that this land should be returned to him. He gave evidence to the Court in this case.

The complainant produced a plan of the said land, and the name of Mr. Cooper, at present Under Secretary for the Colony, was written on the plan. The complainant stated that the Government gave back this land for himself and other chiefs of Ngatiteupokoiri, after the major part of that land had been sold to the Government. A good while after the Government gave this land to them, some Europeans went upon it to work. When they (the Maoris) saw those Europeans working there, they said to them, "That land is ours." Those Europeans replied, "No, it is our own; we purchased it from the Government." When the complainant heard that statement, he went to ask the Government whether it was true that it had been sold, and he was told that it was. The complainant stated that his objection to that sale commenced then, and he continued his objection up to the time he sent in his complaint to the Commissioners. He asked that the land should be returned to him, notwithstanding that the Europeans had been long in occupation of it.

It is seen, by the evidence in this case, that long before the sale to the Europeans, the Government said that this land was for the complainant and others. Therefore I consider that this claim is a just one; but it is for the Parliament to consider the question of the time the Europeans have been in occupation.

WIREMU HIKAIRO, Commissioner.

I consider that this land was long ago vested in Renata Kawepo, and it is in the same position as a man's own property, for the Government said they would set aside that land for the Maoris.

WI TE WHEORO, Commissioner.

No. XXVII.—TIKOKINO.—Renata Kawepo, Kaitono.

Ko te tono a Renata Kawepo e mea ana kia whakahokia atu tenei whenua ki a ia.

I whakaaturia mai e ia ki te Kouti ana korero mo tenei whenua.

I whakaaturia mai hoki e taua Kaitono tetahi mapi o taua whenua ko te ingoa o te Kupa ko ia nei te Ana Heketere o tenei Koroni i tenei wa, e tuhi ana ki taua mapi.

Ki te ki a te Kaitono na te Kawanatanga tenei whenua i whakahoki atu mo ratou mo nga rungatira o Ngatiteupokoiri i muri iho o te wa i hokona ai e nga tangata Maori te nuinga o taua whenua ki te Kawanatanga.

He roa te wa o muri iho o te tukunga atu a te Kawanatanga i taua whenua ki a ratou ka tae etahi Pakeha ki runga ki taua whenua mahi ai. A to ratou kitenga i aua Pakeha e mahi ana ka mea atu ratou: "No matou tena whenua." Ka mea mai aua Pakeha: "Kao, no matou ano, he mea hoko ki te Kawanatanga."

I te rongonga o te Kaitono ki taua kupu, katahi ka hacre ki te patai ki te Kawanatanga he pono ranei kua hokona, kiia mai ana, ae he pono. Na ki te ki a te Kaitono no reira iho ano tona korenga e whakaae ki taua hokonga, tae noa iho ki te wa i tuku tono mai ai ia ki nga Komihana. Ki tana ki me whakahoki atu ano taua whenua ki a ia ahakoa roa te nohoanga o nga Pakeha ki runga.

I kitea i runga i nga korero mo tenei tono kua puta noa atu te kupu a te Kawanatanga i mua atu o te hokonga ki te Pakeha, ko tenei whenua mo te Kaitono ratou ko etahi atu. No reira, ki taku whakaaro, e tika ana tenei tono, engari ko te tikanga mo te roa o te nohoanga o nga Pakeha, ma te Paremata e whakaaro.

WIREMU HIKAIRO, Komihana.

Ki taku whakaaro kua oti noa atu ki a Renata Kawepo te tikanga katoa o tenei whenua kua rite ki te taonga o te tangata e mau nei kia ia, i runga ano i te kupu o te Kawanatanga ka waiho tera whenua ki nga Maori mau ai.

WI TE WHEORO, Komihana.

REPORT ON CASE No. XXVIII.

WHENUAHOU.

This is land which was included in that sold by Hori Niania and others to the Government at Wellington.

The witnesses for the Maoris, in their evidence before the Commissioners, stated: The commencement of the objection, by the bulk of the people interested in this land, against the sale by Hori Niania and others of the said land, was immediately after the said sale, and they informed Mr. McLean of it, he being the Chief Land Purchase Commissioner for the Government at that time. There were a great many people assembled in his presence when he was informed of that objection, and in consequence thereof certain arrangements were made between Mr. McLean and those who were assembled before him. These were the arrangements:—

1. That a portion of that land should be given back to the objectors to the sale by Hori and party, and that a portion should be set aside in consideration of the money paid by the Government.

2. That a Government surveyor should survey the boundary between the portion which was to go in consideration of the money paid and the portion which was to be for the Maoris.

3. That certain Maoris were to go along with the surveyor on to that land, to point out what was to be reserved for the Maoris, and to show where the dividing boundary was to run.

They said that those arrangements were fairly entered into at that meeting, and fully agreed to.

After that meeting Mr. McLean sent a surveyor to survey the boundaries; he was accompanied by fifty (50) men. They stated that the portion which was reserved for the Maoris was Whenuahou. The portion which was to go for the money of the Government was Te Umuopua. The witnesses stated to the Commissioners the names of the boundaries which were agreed upon at the time of the survey.

There was a great deal more evidence given to the Commissioners.

Our opinion on this case is: That the evidence on the side of the Maoris is correct, that this land was returned by the Government to the Maoris, because this is part of the land sold by Hori Niania at Wellington to the Government, and Te Umuopua is another part. Now, when Porangahau was surveyed, this [Whenuahou?] was excluded from the survey, and Te Umuopua was surveyed; the survey of this did not take place till long afterwards. Mr. Cooper said that the reason why it was excluded from that survey was, that it was apprehended that a fight might be caused between the Maoris themselves. We fail to see what cause there would be for fighting, inasmuch as he said that all the Maoris were clear about the matter, that the land had been sold to the Government, and the consent was given. Now, that was no reason for excluding that land from the survey.

WIREMU HIKAIRO, Commissioner.
WI TE WHEORO, Commissioner.

No. XXVIII.—WHENUAHOU.

He whenua tenei i riro ki roto o te whenua i hokona e Hori Niania ratou ko etahi atu ki te Kawanatanga i Poneke.

A ki te ki a nga kai korero mo te taha ki nga tangata Maori i whakaatu mai ai ki te Kouti: Ko te timatanga o te whakahe a te tokomahatanga o nga tangata e pa ana ki taua whenua mo te hokonga a Hori Niania ma i taua whenua ki te Kawanatanga no muri tata mai ano o taua hokonga, ki ta ratou korero, ko taua whakahe i whakaaturia nuitia atu ano ki a Te Makarini, ko ia hoki te Tumuakia hoko whenua mo te Kawanatanga i tera wa. He nui te tangata i huihui ki tona aroaro i te wa i whakapuakina ai taua whakahe, a no runga i taua whakaheanga, katahi ka whakatakotoria etahi whakaritenga e te Makarini ratou ko nga tangata i hui ra ki a ia. Koia enei nga whakaritenga:—

1. Ko tetahi waahi o taua whenua me whakahoki mo nga tangata i whakahe ki te hoko a Hori ma, ko tetahi wahi me waiho hei utu mo nga moni a te Kawanatanga.

2. Me ata ruri marie e tetahi Kai-ruri Kawanatanga te rohe wahanga o te taha e riro hei utu mo nga moni, o te taha e waiho mo nga tangata maori.

3. Me haere etahi tangata maori a te wa e tae ai te Kai-ruri ki taua whenua hei whakaatu i te wahi mo nga tangata maori, hei tohutohu hoki i te rohe waahi.

Ki ta ratou ki, ko aua tikanga i ata whakatakotoria paitia i taua huihuinga i tino whakapumautia ano hoki.

I muri iho o taua huihuinga ka tukua atu e Te Makarini te Kai-ruri ki te ruri i te rohe; ko te tokomaha o nga tangata i haere hei hoa mo te Kai-ruri e rima tekau (50).

Ki ta ratou, ko te waahi tena i waiho mo nga tangata maori, ko Whenuahou. Ko te waahi i riro hei utu no nga moni a te Kawanatanga, ko te Umuopua. I whakaaturia mai ano hoki e aua Kai-korero ki te Kouti nga ingoa o nga rohe i whakaritea i taua ruritanga.

Tera atu te maha o nga korero mo tenei whenua i whakapuakina mai ki te Kouti.

Heoi ki ta maua whakaaro: E tika ana nga korero a te taha ki nga tangata maori, he whenua tenei i whakahokia mai e te Kawanatanga ki nga tangata maori. Ina hoki ko tetahi taha tenei o te whenua i hokona e Hori Niania i Poneke ki te Kawanatanga ko te Umuopua tetahi waahi. Na i te ruritanga o Porangahau ka kapea tenei ki waho o taua ruritanga ka ruritia ko te Umuopua; no muri noa iho ka ruritia tenei. Ki te ki a te Kupa, ko te take i kapea ai ki waho i taua ruritanga he tupato kei whawhai nga Maori ki a ratou ano. E whakaaro ana maua he aha hoki te take e whawhai ai ina hoki i ki ano ia i marama tonu nga Maori kua hokona taua waahi ki te Kawanatanga a whakaae tonu ana. Na kihai tera take i tika hei kapenga mo taua waahi ki waho o taua ruritanga.

WIREMU HIKAIRO, Komihana.
WI TE WHEORO, Komihana.

REPORT ON CASE No. XXIX.

TAKAPAU OR OMARUTAIRI.

The complaint in respect of this land was made to the Commissioners by Karaitiana Takamoana and Henare Matua.

They stated that this land was sold by Hori Niania to the Government at Wellington, and that that sale was objected to by the hapu that owned that land. That objection was made direct to Mr. McLean (Native Minister), he being the Government Land Purchase Commissioner at that time, and he acknowledged the justice of that objection, and gave back that land to the persons who were the owners thereof.

It was stated, when the land was given back, that the portion which was to go in consideration of the money paid by the Government was to be equal to that which was to be left to the Maoris.

Mr. Cooper, Under Secretary, who represented the Government before the Commissioners, acknowledged this. He said that Mr. McLean wrote to him when the arrangements about this land were being made, and said that the portion for the Maoris was to be equal to that for the Government. But Mr. Cooper objected to that part of the evidence of Karaitiana and Henare where they said that the completion of the arrangement, when they went with Mr. Cooper and others to lay off the boundary between the Maoris and the Government, was this: That it was agreed upon, when they went with Mr. Cooper and others to lay off the boundary between the portion for the Natives and that for the Government, that "when the whole of that land should be surveyed, then would be seen the division between the Maoris and the Government." Mr. Cooper stated that the completion of the arrangement was their marking off the boundary by putting in posts.

This is our opinion on all the evidence given in respect of this land: The settlement about this land was arrived at when the boundary was marked off by putting in posts, because Karaitiana Takamoana knew that that was to be a permanent boundary which they marked with posts.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XXIX.—TAKAPAU or OMARUTAIRI.

Ko nga korero whakawa mo tenei whenua, na Karaitiana Takamoana raua ko Henare Matua i whakaatu mai ki te Kouti.

I mea raua, ko tenei whenua i hokona e Hori Niania ki te Kawanatanga i Poneke, a ko taua hoko i whakahengia e te Hapu nona ake taua whenua. Ko taua whakahe he mea whakapuaki tonu atu ki a te Makarini (Minita Maori) ko ia hoki te Kaihoko whenua mo te Kawanatanga i tera wa, a whakaaetia ana e ia te tika o taua whakahe whakahokia mai ana taua whenua ki nga tangata no ratou ake taua whenua.

I kiia i runga i taua whakahokinga mai kia rite tonu te nui o te waahi e riro hei utu mo nga moni a te Kawanatanga o te waahi hoki e waiho hei whenua mo nga tangata Maori.

I whakaaetia ano e te Kupa, Ana Heketere, ko ia hoki te Kaiwhakahaere i te Kouti mo te taha ki te Kawanatanga. I mea ia i tae atu ano he reta ki atu a te Makarini ki a ia i te wa i whakahaerea ai nga whakariteritenga mo tenei whenua i mea atu kia rite tonu te waahi e waiho ki nga tangata Maori ki te waahi e riro ki te Kawanatanga. Engari ko te waahi i whakahengia e ia o te korero a Karaitiana raua ko Henare ko ta raua kiianga ko te otinga o ta ratou whakariteritenga, i te wa i haere tahi ai ratou ko Te Kupa ma ki te whakatakoto i te rohe wahanga o te waahi e waiho ki nga tangata Maori o te waahi e riro ki te Kawanatanga koia tenei: "Kia oti katoa te ruri taua whenua hei reira ka kitea te wehenga ki nga Maori ki te Kawanatanga." Engari ki ta te Kupa, ko te otinga o ta ratou whakariteritenga, koia tenei ko ta ratou poupounga i te rohe ki te rakau.

Ko ta maua whakaaro tenei i runga i nga korero mo tenei whenua: Ko te otinga o nga whariteritenga o tenei whenua ko te poupounga o te rohe ki te rakau, ina hoki i mohio ano a Karaitiana Takamoana hei rohe tuturu tera ka poupoua ra e ratou ki te rakau.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XXX.

WHARAWHARA.—Ihakara Whaitiri, Complainant.

This is a piece of land which was reserved by the Government for the Natives at the time when the greater part of the land was sold.

The complainant asked that this land should be given over to himself and his friends.

Mr. Locke admitted all the complainant said to the Commissioners.

We consider that this complaint was correct.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XXX.—WHARAWHARA.—Ihakara Whaitiri, Kaitono.

He whenua tenei i waiho e te Kawanatanga hei whenua mo nga tangata maori i te wa i hokona ai te nuinga o te whenua.

Ko te tono a te Kaitono ki nga Komihana he mea kia whakaputaina atu taua whenua ki a ratou ko ona hoa.

I whakaaetia e Raka (Locke) nga korero katoa a te Kaitono i whakaatu mai ai ki te Kouti.

Na, e mea ana ta maua whakaaro he tika tenei tono.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

CASE No. XXXI.

WAIPAWA.

This piece of land was reserved by the Government for the Maoris at the time when the greater part of the land was sold by the Maoris to them.

This land was surveyed by the General Government surveyor when the line of division between the portion for the Maoris and the Government land was laid off. The said line was agreed to by Mr. McLean, the present Native Minister, during the time when he was Government Land Purchase Commissioner, and he instructed certain persons to accompany the surveyor to lay off that boundary. After that survey another surveyor was sent by the Provincial Government to survey the same line, and after him another. Now the Maoris did not accompany those surveyors who went subsequently to the first one. A good while after these things were done, the Maoris sent applications to the Native Land Court for their titles to be investigated. This was done, and a Crown grant issued. After that land had been adjudicated upon by the Native Land Court, it was seen that there was some confusion about it. These were the troubles:

offer. Was it not £1,000 you offered? No; £1,500. And only in the presence of Mr. Purvis Russell? I would hardly speak to her till Mr. Purvis Russell came. Do you recollect going to see her at the Ruataniwha? I did do so. Mr. P. Russell said it was no use to offer less than £2,000, and I had better go up and see her. You were aware of a trust deed? Yes; after conferring with her in Mr. P. Russell's presence, I came away without getting her signature. Was your engagement similar to your brother's? Yes. You could not have accepted employment from any others, from the terms of your engagement with Mr. Tanner and the other lessees? No; I could not. You received the £300? Yes. And, in addition, your travelling expenses? No; I did not receive one shilling travelling expenses. Was £300 the only sum you received? That was the only sum I got. You have not received a bonus? Nothing beyond the £300. Did the £300 include the trip to Wellington? My brother never informed me. Were you paid a separate fee in Waka's lawsuit? I never received anything for that.

Mr. Lascelles.] Did you have any conversation with Karaitiana outside? Yes; I had some conversation with him about the annuity promised by Tanner. Did he say anything after that had been promised? I do not remember. Did he make any objection? No; he waived all objections. After Karaitiana came and signed, did you have any further conversation? There may have been an ordinary conversation. Are you able to say that the conversation related to Henare's debts at Waitangi? [No answer.] Were Henare's debts alluded to at Pakowhai? [No answer.]

Chairman.] Have you a distinct recollection about Henare's debts at Waitangi? My impression is that it was mentioned, but I am not certain of it. Who was employed for Mr. Stuart? Sutton was one, Maney, Worgan, Peacock, and some party up the country. I believe Grindell was one also employed, but I am not certain. Had there been any negotiations with Karaitiana and Henare for their separate shares? No. From whom was Manaena promised the £1,000? I told him Karaitiana had allotted him £1,000, and he asked what the others were to get. Did you say anything regarding the purchasers' allotment to Manaena? I never said anything about it more than that Karaitiana had allotted it.

Wi Hikairo.] Did Mr. Stuart wish to employ you? He asked me. He told me to go from £8,000 to £12,000; not to exceed. Did he not give you liberty to go above £12,000? No. Did you tell this to Mr. Tanner? Yes. Did you not hear of any other sum being offered? No. Do you recollect Karaitiana going to Auckland? Yes. Did you not send a letter to some person at the time Karaitiana went to Auckland? I cannot remember.

Mr. Maning.] Did you not have much more trouble in consequence of Mr. Stuart being in the market? Yes. Had you to give more money in consequence? Yes; the original sum to be offered was £10,000. What do you think it really cost your party to purchase the block? I know it must have cost a good deal more.

Thomas Tanner sworn.

Mr. Lascelles.] I am a sheep-farmer, residing in the Province of Hawke's Bay. My interest in the Heretaunga Block began some time in the year 1864. I was travelling to Napier, and met Henare Tomoana and several of the other Pakowhai and Karamu Natives on a cultivation near Pakowhai. They asked me if I would take a lease of the Heretaunga Block. I laughed at the idea, and asked them why they did not offer to the Government. They replied they did not intend to have any more dealings with the Government. They told me the block was open to lease, and if I did not take it they would offer it to some one else. I asked if there was any dry land, fit for sheep. They said there was some near the Wakaparata Mill. I replied I would take a look at the land. On a subsequent occasion, coming down from the country, I did take a look on each side of the usual track, and though the land was full of swamps, I saw there was room for a few sheep. I saw the land was good, and by burning I could soon increase its capabilities for carrying sheep. I met them again in the same place as before, told them I was satisfied it would do for sheep, and asked if any other European had been negotiating for it. They told me there were only a few sheep of Ormond's on it waiting for shipment. I asked them what they wanted for it. They asked £600 a year for the whole block. I told them it was too much; but I perhaps could get some friend to join me in it. The arrangement was made that I should have the lease of the whole block for £600. I made arrangements to send some sheep, but before going to Napier I went to the same place on the Karamu, near Pakowhai. I saw the late Mr. Rich in company with the Natives. I told the Natives I was going to send some sheep down, and asked when Mr. Ormond's would be removed. They said they were going in a day or two. Henare said, as Rich was a friend of his, he wished him to have the grass land near to Havelock. If I had not made arrangements for sheep to come down, I should have thrown it up; but I said to Henare he must reduce the rent for the amount Rich was to pay. Henare said no, I must pay the same. As I had made arrangements to bring the sheep down, I had to submit. I sent sheep down. I recollect having the lease signed by a great number of Natives. Mr. Samuel Williams was present at Karaitiana's request. It was on a Monday, and he happened to have been at Pakowhai on the Sunday. The next event was the sitting of the Native Land Court in Napier, and I asked the Natives if they intended to put the block through the Court. I understood from Karaitiana he was anxious to do so, and have himself appointed the sole grantee in the block. I had a discussion with Henare and Karaitiana about it, and urged, as there were a great many interests in the block, they should have the full complement of grantees. Karaitiana said the land was his, especially. He looked upon that block as his block, over which he had and would keep supreme control, and he would not consent to have any other persons as grantees if it gave them any authority or control over the block. I told him that that was a question to ask the Judge of the Native Land Court. He did so. I believe I was present, and Mr. Monro was the Judge. Karaitiana asked the Judge, if he was to allow other names to be included in the Crown grant, whether that would give the others any authority to sell or deal with the block in any way. Mr. Monro's answer was, that one grantee could not sell without the consent of the other grantees. I believe he spoke it in Maori, and some one translated it, but I could understand it myself. Karaitiana understood, beyond any doubt, Mr. Monro's answer to be that no single grantee could sell his interest without his consent and the consent of the others. It was understood that a single grantee

Heretaunga.

Complaint No. 1 —*continued.*

could not sell or dispose of in it any way. Then Karaitiana waived all objections to other names being admitted, and went outside, telling the Judge he would consult with the others about it, but acquiescing in the introduction of other names besides his own. I am aware that Henare stated I urged Tareha should be in the grant: it is very likely I did so. I urged all the principal chiefs should be included in the grant. I fancy the block did not pass through at the first Court. There had been previous applications, which fell through, as Karaitiana and Henare were unwilling that any other names but theirs should be in the grant—Karaitiana especially, that any except his own should be in. After the land passed the Court I then obtained a legal lease—just after the Court sat. The date of the legal lease was 24th April, 1867; the Crown grant was issued on the 1st April, 1867. There was an increase of rent demanded by Karaitiana and Henare up to the terms mentioned in the lease. Karaitiana made a special demand at the time of the signing of the lease. After the terms were agreed to and the deed prepared, he said that, over and above the terms agreed upon between ourselves and the grantees, he should require a bonus—I believe £200 at once, and £300 at the end of ten years, which is still due. It was his demand as a chief. I saw that he was supreme, and that we had no option but to agree. It was not known by the others. It was a demand privately made by himself quite outside the bargain, and at the same time it was to be the condition of his final acquiescence. There was no legal agreement drawn up as to the terms of the lease. The terms of the lease were agreed on verbally, and I instructed some solicitor to draw up the lease in accordance with the terms as agreed upon. I took the deed out to Pakowhai; it was when the Natives were going to sign. Karaitiana took me on one side, and made this demand for the £500. It took me quite by surprise, but I saw at a glance it must be acceded to, or I knew he would refuse to sign the lease. The reserve was arranged two years previously to the legal lease. After the agreement for £600 a year, the Natives informed me they must also have the right to run their horses and the few cattle they had, and also their pigs, in a large swamp close to where we were then camping. I was not surprised at their demand, and I at once acceded to it. Before the reserve was finally laid out, I had some friends interested in the Native lease. Mr. Samuel Williams, on behalf of Mr. James Nelson Williams, joined me, and was the first to join me. I had offered Captain Hamilton Russell a share in the block before, stating it was too large for me, and too much rent for me to pay. He declined at first, and then I asked Mr. Samuel Williams if he knew of any one whom he would like to join. He said he thought Mr. James Nelson Williams would be glad to have a share in it. I spoke to Karaitiana about it, and he expressed his willingness it should be so. Captain Russell then told me he would like to take a third share with us, instead of the half, which he had declined. I asked Karaitiana, who also gave his consent. When Karaitiana consented to Mr. Williams joining, his consent almost amounted to a wish that he should do so. Then it was arranged I should fence off with them the portion I was keeping my sheep on towards Havelock, and also that we should make arrangements with the Natives that they should define a reserve for themselves, instead of running over the whole block; that they should fence it off, and keep their own boundaries. Before the fence was erected, when I spoke of the proposal to Henare, he went out to show me what they intended the boundaries of the reserve should be. He showed me the boundaries comprising about 1,000 acres. Immediately before the timber and wire were laid on the ground, the Rev. S. Williams suggested that I should ask Henare if the reserve was all he wanted, and recommend him to take more if he wanted it. I agreed to this, and asked Mr. James Williams to accompany me. Henare and Manaena went with me, and two boys, I think. Henare then extended his boundaries, which included 600 acres more. The fence was then erected, and remains to the present day, and has never been altered since. This was about eighteen months before the legal lease.

The next event after the execution of the legal lease, I got a notice from Mr. Parker, about twelve months after the lease, towards the end of the year 1868, that he had acquired Te Waka Kawatini's share of the Heretaunga, and required me to pay him Waka's proportion of the rent. I laughed at the idea, believing Mr. Monro's opinion was correct, that Parker had made a mistake, and I went to Mr. Wilson and asked him if it was possible one grantee could sell without the consent of the others. Mr. Wilson said it was doubtful. I then ascertained what was the nature of the document from Waka to Parker; I considered it was an improper one on the face of it, and asked Mr. Wilson if anything could be done to upset it. It was not fair to Waka's heirs and the remainder of his hapu, as it practically debarred the others from participation. Mr. Wilson's reply was, that whether Waka had power or not to dispose of his share, he thought he could upset the deed, and to the best of my knowledge he sent for Waka. The suit was commenced, and when Parker saw he was likely to be involved in a lawsuit, he came to me and said, the last thing he ever contemplated was the purchase of a lawsuit, and rather than have that he would transfer to us his interest, on condition that we should pay the advances made by him to Waka. I said I would see Waka and his solicitor, and ask what they would do in the matter. I saw Waka and told him what Parker proposed, and said, If you are agreeable to that, and will sell to me your interest in the Heretaunga for £1,000, take back your other lands and stop the suit, I may do so. He said he was quite willing to sell his interest in the Heretaunga, and his people would be quite satisfied if all the other blocks were returned to him. I asked if he would go to his lawyer, Mr. Wilson, and state his proposals in reference to it. We went to Mr. Wilson and told him the proposals. Mr. Wilson said he had commenced a suit and would not allow it to be stopped. I told him the terms of the proposal. He said he did not care what it was; he had commenced a suit and would carry it on. I then went and consulted Messrs. Cuff and Lee, and also told Parker what Wilson had said. Parker said he was not going to stand a lawsuit to gratify Mr. Wilson, and if I did not buy it he would offer it to some one else, and I understood him to say he would offer it to Mr. J. M. Stuart. I then talked the matter over with Cuff and Lee, and Cuff thought it was a very proper proposal, and we asked Parker to leave the matter open. I then went to Mr. Wilson myself, but he gave me a similar reply that he did not mean to drop the action but to carry it on. I then asked Cuff to go to Mr. Wilson; he was also unsuccessful. I then went again to Wilson and told him Parker would offer it to Stuart, and that it would seriously affect my interest. He said he did not care about that, he would carry out the action. I then told him I should act in defiance of him, if Waka would still agree. He said I might do as I liked. I then asked Waka to write a letter to Wilson to discontinue the action. He did so in an upper room in this building. He

1. The Government boundary had been cut through the land reserved for the Maoris.
2. The boundary [of the land] of a European named Haringi [Harding?] had been cut through the land of the Maoris.

On considering all the evidence of the complainants and defendants given before the Commissioners in this case, we are of opinion that the Government acted wrongly after the survey by the first surveyor of the boundary dividing off the reserve for the Maoris. The correct boundary of that land was that which was laid off by the first surveyor, for the Maoris joined in fixing it and in cutting the lines. As for the boundaries laid off by the surveyors who went subsequently, it is not right to say that they are correct.

The boundary between the Maoris and the Europeans should be returned to the boundaries laid off by the first surveyor.

WIREMU HIKAIRO, Commissioner.
WIREMU TE WHEORO, Commissioner.

No. XXXI.—WAIPAWA.

Ko tenei piihi whenua he waahi i waiho e te Kawanatanga hei whenua ma nga tangata maori i te wa i hokona ai te nuinga o te whenua e nga maori ki a ia.

Ko tenei whenua, he mea ata ruri marie e te kairuri a te Kawanatanga Nui i te wa i whakatakotoria ai te raina wehenga i te waahi mo nga tangata maori i te whenua mo te Kawanatanga. Ko taua raina, he mea ata whakaae marie na Te Makarini ko ia nei te Minita Maori i tenei wa, i te mea ra e mahi ana ia ki te hoko whenua mo te Kawanatanga, i uru ano hoki ia ki te whakahau i etahi tangata kia haere tahi me te kairuri ki te whakatakoto i taua rohe. No muri mai o tera ruritanga ka tonoa atu hoki tetahi kairuri ke atu e te Kawanatanga o te Porowini hei ruri mo taua raina ano, muri mai ka tonoa atu ano tetahi atu. Na ko nga tangata maori kihai i haere tahi me aua kairuri i tonoa atu ra i muri mai o te kairuri tuatahi. He roa te wa i muri mai o era meatanga ka tuku tono nga tangata Maori ki te Kouti Whenua Maori kia whakawakia taua whenua. A whakawakia ana, whakaputaina ana he Karauna Karaati. A no muri iho i te otinga o taua whenua i te whakawa e te Kooti Whenua Maori katahi ka kitea e rarururu ana taua whenua. Ko nga rarururu koia enei:

1. Ko te rohe a te Kawanatanga kua tapahi i waenga o te whenua i waiho mo nga tangata Maori.
2. Ko te rohe a tetahi pakeha ko Haringi te ingoa kua tapahi i waenga o te whenua o nga tangata Maori.

Na, no runga i nga korero katoa a nga Kaitono whakawa ratou ko nga Kaikaro whakawa i whakaatu mai ai ki te Kouti mo tenei whenua, i whakaaro ai maua i he te whakahaere a te Kawanatanga i muri mai o te ruritanga a te Kairuri tuatahi o taua rohe waahi i te whenua i waiho mo nga tangata Maori. Ko te rohe tika o taua whenua ko te rohe i whakatakotoria e te Kai-ruri tuatahi i uru tahi hoki nga tangata maori ki te whakatakotoranga o taua rohe me te tapahi ano i nga raina. Ko nga rohe a nga Kairuri o muri kaore e tika kia kiia ko era nga rohe tika.

Ko te rohe wehenga ki nga tangata maori ki te pakeha me ata whakahoki marie ki nga rohe i ruritia e te kairuri tuatahi.

WIREMU HIKAIRO, Komihana.
WIREMU TE WHEORO, Komihana.

REPORT ON CASE No. XXXII.

KAIARERO.—Te Waka Kawatini, Paora Torotoro, Complainants.

The complaints made by Te Waka Kawatini and Paora Torotoro are against the Government. They allege that this land was not included within the land sold to Mr. McLean for the Government, but that it was left for the Maoris.

Te Waka said that, when he signed the deed of cession, he put a question to Mr. McLean. He said, "Mr. McLean, where is Kaiarero?" To which the reply was, "Wa', what matters it about that little piece?" Te Waka understood, from that word of Mr. McLean's, that that piece had been excepted [from the sale]; and he then signed his name. The complainant further stated that a very great number of persons made that application to Mr. McLean at that time, and that there were many persons who went to point out to the surveyor the boundaries of the land to be sold, and of that to be retained.

Paora Torotoro also appeared before the Commissioners, and gave evidence. He stated that what Waka said was correct, namely, that this land was not included in that which was sold, and that was why he signed the deed of cession. He said that it was long afterwards that they heard that all that land was included in the sale; that when they first heard that this land was included in that sold, Te Waka commenced to urge for the restoration of that land to them up to the time when they made their complaint to the Commissioners.

Paora Kaiwhata appeared as a witness for the complainants, and stated that he heard Mr. McLean agree to reserve this land for the Maoris.

Mr. Cooper, Under Secretary, who appeared for the Government, said he had nothing particular to say in respect of this land, but that he thought Te Waka had got £20 for this land—Kaiarero.

Now, there being no definite statement by the Government as to the correctness or otherwise of the statements of the complainants, I am of opinion that this complaint is correct; but it will be for the Parliament to consider about the deed of sale.

WIREMU HIKAIRO, Commissioner.

No. XXXII.—Kaiarero.—Te Waka Kawatini, Paora Torotoro, nga Kaitono.

Ko nga tono a Te Waka Kawatini raua ko Paora Torotoro, he whakahe ki te Kawanatanga. He ki: Kaore tenei whenua i riro ki roto i te whenua i hokona e Te Makarini mo te Kawanatanga engari i waiho ano ki a ratou ki nga tangata Maori.

Ki te ki a Te Waka, i puta atu ano he kupu patai mana ki a Te Makarini i te wa i tuhi ai ia i tona ingoa ki te pukapuka o te hokonga. I mea atu: "E Ma', kei whea Kaiarero?" Ki mai ana ia: "Hei aha e Wa', tena waahi iti?" A ki tana whakaaro ki taua kupu a Te Makarini, kua kapea taua piihi ki waho, heoi tuhi ana ia i tona ingoa.

I whakaatu mai ano hoki te Kaitono he tokomaha noa iho nga tangata nana tana tono i whakapuaki ki ia Te Makarini i tera wa, he tokomaha ano hoki nga tangata i haere ki te whakaatu ki te Kairuri i nga rohe atu o te whenua mo te hoko, o te whenua hoki mo te waiho.

I tu hoki a Paora Torotoro ki te Kouti whakaatu korero ai. I mea ia he tika te korero a Te Waka kihai tenei whenua i riro ki roto i te whenua i hokona, ko te take hoki tera i tuhi ai ia i tona ingoa ki te pukapuka o te hokonga. Ki tana ki, no muri noa iho ka rongo ratou kua riro katoa taua piihi whenua i roto i te hokonga; no te wa ano o to ratou rongonga tuatahi i te rironga o tenei whenua ki roto i te hoko ka timata te tohe a Te Waka kia whakahokia taua whenua ki a ratou, a tae noa iho ki te wa i tuku tono mai ai raua ki nga Komihana.

I tu hoki a Paora Kaiwhata hei kai whakaatu korero mo te taha ki nga Kaitono, i mea i rongo ano ia i te whakaaetanga a te Makarini kia waiho tenei whenua mo nga tangata maori.

I mea a Te Kupa, Anata Heketere, ko ia hoki te Kaiwhakahaere mo te taha ki te Kawanatanga Kaore ona tino korero mo tenei piihi whenua, engari he whakaaro kau nana: i riro pea he rua tekau pauna (£20) ki a Te Waka mo runga i tenei whenua i Kaiarero.

Na, kaore he tino korero mo te taha ki te Kawanatanga hei whakaatu mai i te peheatanga o nga korero a te taha ki nga Kaitono, koia ahau i whakaaro ai, he tika tenei tono; otiia ma te Paremata te whakaaro mo te pukapuka o te hokonga.

Wiremu Hikairo, Komihana.

REPORT on CASE No. XXXIII.

Te Ranga.—Te Hapuku, Kerei Tanguru, and Renata Te Rewa, Complainants.

Te Hapuku complained against the Government for not fulfilling an arrangement made at the time of the sale of Maraekakaho, that a part of it was to be reserved for the Maoris.

The Maoris stated that this land was not included in the sale of Maraekakaho to the Government.

Mr. Cooper, Under Secretary, appeared on behalf of the Government, and said that all was included. He produced deeds, showing the names of the boundaries and the signatures of the persons by whom the sale was agreed upon. He further stated that the Maoris clearly understood all the provisions of that deed at the time when he explained the same to the Maoris.

However, Te Hapuku was very persistent in stating that that land was not sold. He said that the deed of cession was not explained to him at the time of the sale: all that was told him was about the sum of £1,000; but when some Europeans went upon that land to work, he, for the first time, heard that it had gone. A dispute arose with those Europeans then.

Now, I think that perhaps Te Hapuku is right in stating that he did not hear the boundaries, given in the deed of cession, mentioned; however, he was present when they were read out, but he did not hear, because his attention was taken up with the £1,000.

As for Reihana Te Ikatahi's evidence, I am unable to express an opinion on the correctness or incorrectness of it.

The statements of the others were not right.

I believe the evidence given by Renata Kawepo about this land.

Wiremu Hikairo, Commissioner.

No. XXXIII.—Te Ranga.—Te Hapuku, Kerei Tanguru, Renata Te Rewa.

Ko te tono a Te Hapuku e whakahe ana ki te Kawanatanga mo te korenga i rite o te kupu i kiia i te hokonga o Maraekakaho kia waiho tetahi waahi mo nga tangata Maori.

Ki te ki a nga tangata Maori, ko tenei whenua kaore i riro ki roto i te hokonga o Maraekakaho ki te Kawanatanga.

A i tu a Te Kupa, Anata Heketere, hei Kaiwhakaatu mo te taha ki te Kawanatanga, i mea ia kua riro katoa. I whakaaturia mai hoki e ia nga pukapuka i tuhia ai nga ingoa o nga rohe me nga ingoa hoki o nga tangata i whakaaetia ai taua hokonga. I ki ano hoki ia, i tino marama rawa i nga tangata Maori nga tikanga katoa o roto o taua pukapuka i te wa i whakaaturia atu ai e ia.

Engari, ko te Hapuku, pakeke tonu ki te tohe kore rawa taua whenua i riro. Ki taana, kore rawa te pukapuka o te hoko i whakaaturia ki a ia i te wa o te hokonga heoi te mea i whakaaturia ko te mano pauna (£1,000); engari no te taenga o etahi pakeha ki taua whenua mahi ai, katahi ia ka rongo i te rironga. I ara ano he raruraru ki aua Pakeha i taua wa.

Na, e whakaaro ana au he tika pea te korero a te Hapuku, kihai ia i rongo i te whakahuatanga i nga ingoa o nga rohe i tuhia ki te Pukapuka o te hokonga; engari i reira ano ia e noho ana i te wa o te panuitanga otiia ko te take i kore ai ia e rongo i riro ke tona ngakau ki te £1,000.

Ko te korero a a Reihana te Ikatahi, kaore au i mohio ki te tika ki te he ranei.

Ko nga korero a era atu kaore i tika.

E whakapono ana au ki te korero a Renata Kawepo i whakaatu ai mo tenei whenua.

Wiremu Hikairo, Komihana.

The above Reports translated into English by me,

T. E. Young,
Interpreter, House of Representatives.

MINUTES OF EVIDENCE.

CASE No. I.

Paora Torotoro sworn. *Waikahu.*

My complaint is about the grant of the Pokouao. The grantees are myself, Te Waka, Tamihana (Peka Peka), Manaena, Henare Tomoana, and Meihana (Wakapautana). Karaitiana is not in the grant. It is part of Waikahu Block. My request to the Commissioners is, that some of the acres of that land should be handed back to me. Tipeta (Giffard) has got the land. My complaint is against the other grantees. My continued request to those in that grant was, that portion of the land should be given to those who were in the grant. I may or may not have sold the land to Giffard. I did sign the conveyance. The grantees did sell to Giffard. I did not receive any money. I signed in consequence of arrangement that the place should be sold; but when it came to the payment of the money I did not see any. Probably Te Manaena, Karaitiana, and others got the money. Let Mr. Giffard's name remain in the Pokouao only. Pokouao was sold to Mr. Giffard, but not the other pieces; he had only Waikahu. Mr. Giffard's error was being strong to purchase. Hikutoto and Papakura were sold to the Government. I want some of the acres of those back, for the reason I have given before. As to Heretaunga, my complaint is that I did not receive the money. [Recalled.] I am aware I was in debt to Parker, but it did not amount to £10. Complaint No. 1. *Ex parte* Paora Torotoro.

Paora recalled. *Taheke and Karaka.*

My complaint about Karaka and Taheke is, they have been sold to Government. I was one of the claimants of the Karaka, and it was sold, and I was not one of those who sold. For the Taheke I received £100, and £10 for the Karaka; they were small pieces. The £10 was for where I was living. Mr. Edward Hamlin gave me the £10; Tamihana, Te Waka, and others gave me the £100. Although I knew the land was sold, and consented to it, still I wished a portion of the land to be returned to me. Mr. Hamlin teased me to sell it. (Hikutoto.)

My complaint about Heretaunga is not receiving money. The persons whose names are in the Crown grant got the money for Heretaunga. Karaitiana's name is in the grant, and Henare Tomoana's, Tareha, and Manaena. They gave me none of the money. *Heretaunga.*

My complaint is the same as in the other cases: I did not receive my portion of the money. They sold Papakura to the Government. I was in the Court when the names of Tareha and Maiaia were put in the grant. Did you approve of their names being put in? I was not allowed to speak on that occasion. Who prevented you? Henare, Tomoana, Karaitiana, and Manaena prevented me. The grantees, Tareha and Maiaia, are of the same hapu with me. The purchase money was £9,500. The sale was shortly after the sitting of the Court. *Papakura.*

Reihana sworn. *Waikahu.*

I know about the money paid by Mr. Giffard for that piece of land. It was paid to Paul by Mr. Giffard on Paul's request. A portion of that money was given to Paul. I distinctly saw it given by Giffard to Paul with my own eyes at Kohupatika. There were other Natives there; Te Wirihana, Henare Tomoana were not present. Giffard himself, with his own hands, paid the money. I cannot tell how much the whole money was; Paul got £70 for Waikahu; I counted it. I am a near relation of Paul's. I knew the money was for Waikahu, in consequence of what Mr. Giffard said. Complaint No. 1.

Henare Tomoana.] Do you know when that land was first sold? I do not. The land has been sold twice. Paul is objecting because he did not get money for the first sale. He has been paid for the second. I do not know the Europeans who bought the land the first time.

Wirihana Ponomai sworn. *Waikahu.*

The money Reihana referred to was other money that was paid into the hands of Paul. It was money for his Crown grant of Waikahu. I saw the money on the table, but I was unable to count it. Gifford paid it. The first sale was to Henry Parker. I did not see Henry Parker's money paid. Waka Kawatini was the first person who sold to Parker. Then they all joined to sell to Gifford. Complaint No. 1.

Meihana Takihi sworn. *Waikahu.*

The first sale of Waikahu was to Henry Parker; and Paul sold his own Crown grant to Mr. Giffard. Paul was in the first sale; it was a joint sale. They were all indebted to Mr. Parker, and he came to get some remuneration for his goods. Paul was indebted the same as the rest. I am not aware whether Paul signed a conveyance to Parker. Paul sold his own part of that land to Gifford. £270 was Paul's share. That was his fair share. We arranged the sale to Henry Parker, at Paul's own place. £600 was the amount; £300 was the amount of our debt. We never received the other £300. Henry Parker left the place. If Paul's complaint is respecting that £300, it is correct. After Parker's running away Mr. Gifford took the land. He did not pay what Parker should have paid us. Gifford is now in possession of all Waikahu. Only Paul's interest in Waikahu was sold. There was 100 acres sold to Parker, and Gifford leased the remainder. Parker promised to pay us the rest of the money when he sold to Gifford; instead of that he ran away at night, and we did not see him again. Complaint No. 1.

Waikahu.

Manaena Tini sworn.

Complaint No. 1. I wish to speak respecting the statement of the previous witness, that we owed Henry Parker £300, and were to get £300 in cash. Parker did not get the money, but it was devoured by us. Our debts were £300, and we subsequently got into debt to Parker for £300. There was a balance of £170, but Karaitiana and I got goods to that amount. Did Paul get his fair share of the goods? I only know we each had separate accounts, and Paul's debts were paid. I do not know that he did not get his fair share, but perhaps that is the reason of his objection. I have not the various accounts, and cannot state what each owed. It was perhaps in 1864. The debts were old debts. I have had the accounts of each individual in my possession, but have lost them.

Waikahu.

Te Waka Kawatini sworn.

Complaint No. 1. I said to my friends, Do not let Parker have our land (Waikahu). Parker requested Meihana to sell the land to him; and in consequence of his consenting, I was angry. Parker and Meihana came again to me, and I would not consent. They were endeavouring to get me to sell. Karaitiana afterwards said that the land would be taken away by the floods, and that they had better sell it. Then I consented. I knew that Parker had no property and no goods. All he could give us was liquor. He was a low person, without means. Subsequently Parker came, and it was arranged he should have the land, but I saw no money. Perhaps Meihana and the others may have seen it, as they have been speaking of hundreds. The only money I got was in liquor. There were no debts except for liquor that he got in other places and took to his house. He had no store and no money. All that we got was this little liquor that we got.

Heretaunga.

Henare Tomoana sworn.

What Paul has stated is quite true: none of the persons who have claims on the land saw any of the money; it went to pay our debts. That is the reason none of the outsiders (outside the Crown grant) got any of the money. Paul was not the only one. Mine went to pay the debts of the Europeans I was indebted to, and so with all the other grantees. The large majority of the Natives interested were left out. But there were ten to manage it.

Mr. Maning.] The Natives trusted those ten? Yes. And to give them their portion of the money? Yes. The tribe consented that we ten should be in the grant. The tribe knew that the land was going through the Court. The chief men are in the grant. We carefully picked out the chief men representing each section (*hapu*) of the tribe. I made an application at the last Court that this land should be inalienable. I persisted that the Court should make it inalienable. Karaitiana had left the Court. I am not aware if Tareha was present when I applied. It was my thought on that occasion, but we had previously talked amongst ourselves. I was strong with the Court, but the Court told me I had plenty of land outside of this. It would not be well to fasten this up unless this was the only piece I had remaining. We whose names are in the Crown grant signed the conveyances to the purchasers. Paora's kainga is at Kohupatiki with Te Waka Kawatini. Waka is related to Paul, and we are all living close together. Karaitiana's pa is called Pakowhai. It is close to Kohupatiki, perhaps a mile apart. The goods were—sugar, tobacco, trowsers, spirits, ploughs, saddles, and bridles. I am speaking of the goods I got myself. Did not all the people at the kainga get some of the goods? I did not give them any, but some of them obtained some of these articles. I distributed portions. I am not aware whether Paul got any of the goods. He did not get any of me, or of Manaena. I am of a different hapu from Paul, and live in a different house. I am not aware if any of the money for Heretaunga went to pay Waka Kawatini's debts. I am not aware that Waka had any debts, or that his money went to pay them. The money was all spent at the various hotels round the street, and at the store—Sutton's. The debts were contracted prior to the sale of the lands. Karaitiana was the only one who received any money. He had a portion of his money. I am not aware of the amount. I was told that all the money due to us would be expended in payment of the debts. That was said respecting Manaena also, and Noa Huke. It was not a debt of the tribe, but of each individual grantee. The grantees were dealt with separately at their different places of residence. The names of the different grantees had been written, and they were afterwards told to go and get the money. There was only one person who purchased the land, but he caused the storekeepers and hotelkeepers to make us take goods, in order to make us quickly sell the land. Tanner was the purchaser. He purchased all Heretaunga. When we were each asked to sell our land we signed a document at our own place. We were then told to come down here to receive the money, and were forced to sign another document. We were afraid of the Europeans of Napier, because they threatened to imprison us. If we had not consented, the land would have been taken for our debts. At last we all signed the deed. I am not clear whether Te Waka Kawatini and Tareha were present.

By Mr. Maning.] If there had been any balance of cash after paying the debts, would you have distributed the money amongst the outsiders? Yes. Do you consider you and the other grantees are in debt to the outsiders for their share of the purchase money? No; because the money has all gone, and the land has been sold.

Question repeated by Hikairo.—We said that we considered they were indebted to those described as "outsiders."

Papakura.

Tareha (on declaration, being unbaptized).

There are two Papakuras in Torotoro's evidence. I assent to what Paul has said, that he got no money. I admit that I received the money and spent it, but I am now willing that he should receive some. I have no means of giving Paul the money, but it should come out of this investigation. Paul was entitled to money for that piece of land. Paul and I are of the hapu. The money was paid to me—£8,000. I placed £1,000 aside for Paora, Karaitiana, and others of my hapu. Why Paul did not get his portion, I cannot tell. I gave the £1,000 to Karaitiana. It was placed by myself and Mr. Locke in Karaitiana's hands. Was not the purchase money paid over in this room by the

representative of the Government, in the presence of a large number of the tribe? It was not so. I admit that the payment was £9,500; it was paid in a room adjoining to this. Paora was not present when the money was paid. I never heard at that time that Paul claimed. Were not all your Hapu present when the money was paid? My hapu, through whom the land was claimed, were present; we filled the room. Why was not Paul in the Crown grant? Paul has stated to-day that he was prevented by Karaitiana from speaking in the Land Court. I think now that was very likely the reason he was not in.

[*Recalled.*] Mr. Locke's evidence having been translated to him in Maori.

That statement is correct. I object to the statement of Henare that I did not give the money to Karaitiana. Mr. McLean and I were asked by him for the £1,000, and I agreed.

Henare Tomoana sworn. *Papakura.*

I object to the statement made by Tareha that he gave the £1,000 to Karaitiana. The £1,000 was asked for by Karaitiana from Mr. McLean, that it might be taken out of the £9,500. Mr. McLean consented. Karaitiana asked Tareha for another £1,000 for those people whose names have been mentioned. Tareha did not give his £1,000. The only £1,000 Karaitiana got was the first £1,000 he got from Mr. McLean. The £1,000 we asked for for distribution amongst us all, was withheld by Tareha. The other £1,000 is with Karaitiana. We asked Karaitiana for the money and he refused to give it, stating that he had got that from McLean, but that Tareha was withholding the £1,000 that was for us. Torotoro is of our hapu, with Karaitiana, myself, and Tareha also. We did not go as a hapu on this ground in the Land Court. We left that land to Tareha, trusting him to give us a portion when it was sold. He sold it, and we did not receive any. Neither Karaitiana nor I were present when the money was paid to Tareha. Tareha's pa is the Waiohiki. It is three and a half or four miles for Pakowhai.

Hikairo.] The reason we were disposed to allow Tareha and Wi Maiaia in the Crown grant was, because we had a dispute before the Court concerning another piece of land. The dispute was about this piece of land, and continued till the sitting of the Court. But there was no Crown grant issued for the other piece. And it was also a rule of the first Court that there should be only two grantees. It was at a subsequent sitting that ten were allowed. The land was divided at the Court. A division drawn between Tareha's part and Karaitiana's. The dispute then ceased. Torotoro belongs to Karaitiana's side. Crown grants were issued for both pieces. Pakowhai is the name of Karaitiana's part of Papakura. It is granted to him alone. The division was agreed to in order to prevent disputes continuing.

Samuel Locke sworn. *Papakura.*

I am a Resident Magistrate at Napier. I recollect purchase by Government of the Papakura Block. I was negotiating for the purchase. It was bought in 1868. The price was £9,500. The Native vendors were Tareha Moananui and Wi Maiaia. The money was paid in two instalments, to the best of my recollection in notes, in the Government Buildings. Tareha and Wi Maiaia received it. A notice had been previously given that the money would be paid on the day named, and Tareha brought his people with him. The block had previously been leased by Government. I include as Tareha's people, who live at Waiohiki principally and that neighbourhood, his immediate followers, and the principal owners of this block. Paoro Torotoro was not one of them; he belongs more nearly to Karaitiana's party, but Tareha is the head chief. I was present at the Native Land Court and also aware of the previous disputes between Tareha's party and Karaitiana's, and when their boundary was adjusted. Papakura and Pakowhai lie on an open plain. There were disputes between Karaitiana's party and Tareha's as to the division of the said plain. A line was drawn between the two. The Crown grant of Pakowai comprises what was assigned to Karaitiana and party, and that of Papakura what was assigned to Tareha and his party. I myself paid the first instalment of £4,000 or £5,000 to Tareha in presence of his people. I have been told a portion was paid to Karaitiana. I understood that £1,000 was paid to Karaitiana out of the purchase money, with Tareha's consent. This £1,000, I believe, is still invested in Karaitiana's behalf in the hands of the Provincial Treasurer. I am told so. I never heard until now that Karaitiana or any of his party, or Torotoro, claimed the land comprised in the grant of Papakura since the adjustment of the boundary. Torotoro was certainly cognizant of the division made between the two parties.

CASE No. II.

Pahou.

Complaint No. 3. *Ex parte* Paora Torotoro and others.

Morehu Wherowhero (by declaration).

My request is that my Crown grant may be returned to me. My reason for so asking is that nothing was placed in my hands—no goods, no spirits, nor anything else. I did not sign away my Crown grant. Mr. Maney was the European who purchased the land. I did not write this complaint myself. I think Reihana wrote it. It was written by my desire.

Mr. Lee.] I do know Thomas Richardson. The block is occupied by us; there are a lot of us. I was aware of conversation with the other grantees about the sale of the block. The only person the block was given to was Maney. Do you remember being present with Maney, Tareha, and Martyn Hamlin? Yes. Was Hallett there? I do not know that European. Had you any money from Maney? I had money from him, but I returned it. Did you sign that mark (Conveyance of Pahou, dated 28th January, 1870, from Paoro Torotoro and the other grantees to Richardson, produced)? No.

Paora Torotoro sworn. *Pahou.*

Complaint No. 37.

There were two European purchasers of that block. The first was Thomas Richardson; his companion to my pa (Kohupatiki) was Mr. Locke. I did not consent, and they came away. I did not

agree to the talk of that European Richardson. One week after this I came into town, and Thomas Richardson asked me to sell, and mentioned the sum of £400. I asked £1,400. He did not consent to my terms, and I would not consent to his. Our conversation ceased, and on another week I again came into town. Richardson requested me to take the £400 for the land. I said, No; he must give me £1,400. He then said, Will you not consent if I give you £100 for yourself? I then asked him what that money was for, and he said, It is a present of mine to you, given without any consideration. I did not consent. When Richardson found I was obstinate, he left the matter with Mr. Maney for him to negotiate with me. Mr. Maney then came up to my pa. He said, You must consent to the terms offered by your friend Richardson, and I will give you £100. I said to Mr. Maney, Will you give it to me at once in cash? He said, Yes; you must sign your name. He said, Yes; you must come down to my house at the bridge, and I will give you the £100. I consented that I should sign my name to the document. (Conveyance produced.) That is the document, and my name; I signed it myself. He said, Come down in the morning to get the money. On the following morning I came down to Mr. Maney's place. I said, I have come for the money you have agreed to give me. Mr. Maney said, Paul, there is no money. He said, If you will come on another occasion I will give you the money. I went on another occasion to ask Mr. Maney for the money, and he said, Paul, we know all about this; the money is with us two. I said to him, You are deceiving me. He said, We are not strangers to each other; we have known each other for a long time; leave the matter with me. My thought respecting the money ceased, and I then began to get goods from him—sugar, and other things. Was it in satisfaction for the £100? For the £400 purchase money also. I got things from him like those mentioned in the complaint—goods and spirits. I still continued to get into his debt, and also to request him to give me the £100. Maney always said that this money was in his hands; it was all right. Up to the present time I have not received the £100.

Chairman.] Morehu Wherowhero has two places of residence, one at my place and one at Petane. I cannot say if Morehu got any of the payment for Pahou or not. I cannot say if the people at Petane got any payment for this block; that is with themselves. Did the Waiohiki people get any payment? I do not know; they signed at a different period to myself, so I do not know. I signed the deed at the bridge at Maney's public-house, Meanee Bridge. I was the only Native present when Maney asked me to sign. Tareha was not present. What Europeans were there? I only knew Mr. Maney; Mr. Martyn Hamlin was there. Was not James Hallett there? Yes.

Mr. Lee.] You signed a Maori deed as well as the other at the same time? I suppose it was signed in European and Maori. (Maori duplicate produced.) That is my signature. How much money did you expect to get out of Pahou? £100. Have you not received more than £100 from Mr. Maney since that? Not having received an account of the goods I cannot say. Have you not repeatedly seen Mr. Maney's book for years? No; I have continued to ask him to see the account. Have you never received any bills? No. Did you not, a few days after the deed was signed, receive £30 from Mr. Maney in money at the Bank of New Zealand? The reason I did not mention that money before was, that it referred to another piece of land. What piece? Ohikakarewa. Do you know whether at the time you signed the deed you owed Maney any money or not? No; I was not in his debt; I had not begun to take goods from him. Had you not begun to take goods from him before that time? No; it was not before, it was subsequent to signing that I began to take goods. Had you not before that signed orders on Maney to pay debts in town? There is one person named Neagle to whom I gave an order on Mr. Maney to pay a debt of mine. It was to pay for two coats, two pieces of print, two pair of boots, and one pair of trowsers I had had of Neagle. Did you draw any order to pay Peacock? I did so, but Maney did not pay it. How much did you draw it for? £10. Mr. Maney was to pay it; but my gig was taken in payment for it. Was anything paid to Faulkner, wheelwright, at Waitangi? I do not know. Did Maney pay for ploughs that you bought? I am not clear about it, how many ploughs I had, or about the payment. Do you remember you and your children were sick, and Dr. Carr attended you and your children? When my child was taken ill I did not go to Maney; I went to Sutton. Sutton arranged about the medical man going to see my child. Did you not write an order for Maney to pay Dr. Carr? I am only clear about what I stated, about seeing Mr. Sutton about a doctor? Will you swear that you do not owe Maney money now? I am not in his debt—not to the extent of £100? I am not aware of owing him any money, because the land went, and the debts were paid. Did you not promise him, the year before last to give him wheat for a debt of more than £200? That is not correct; when I sold the land Maney said to me that the debts were ended. Do you know that the deed was signed three years ago? I do not remember. Have you not promised Mr. Maney that he should have the Waikahu Block in payment? That statement is untrue; no. Have you not talked with Maney about giving him Waikahu for debt? I did not know that my debts were heavy; why should I agree to give Waikahu if I had no statement of account? Mr. Maney had also said my debts were ended. How long ago had you the last goods from Maney? I do not know. Have you not been up to Omahu to ask Maney for goods? I have never been to Maney's new place at Omahu for goods. Are you positive you have never been there for goods? I have never been to his new store to ask for goods. When were you last at Omahu? At the opening of the school; at the feast. I went into the store the day of the school feast, when the other Natives went in. A great number were in Mr. Maney's store. I went in for no particular purpose; I purchased some matches there. Have you ever sent an order in writing to the new store for goods? No. (Question repeated.) That document refers to my sister's Crown grant at Tutaekuri Tuhirangi.

Mr. Wilson.] Has Mr. Richardson been in possession of Pahou since the date of that deed? I do not know, because I was not there; but I have heard he was living on that land. For the last three years? Yes.

Pahou.

Hoera Paretutu sworn.

Complaint No. 43.

My word is that we did not mortgage that land. I live at Waiohiki. We all three live at the place; that is Tareha's place. We did not mortgage the land.

Mr. Lee.] I was asked to take money or goods by Maney, but I refused; I never took any. Did you never receive any from Tareha? No; Tareha gave me none. I never had money or goods from Maney. (Conveyance produced.) I did not put my mark to this deed.

Matiu Tamanuwhiri sworn. *Pahou.*

I did not make the mortgage. I did not sign and wish to hold the Crown grant for my land. Brown wrote the letter for us. Complaint No. 43.

Mr. Lee.] (Conveyance produced.) That is not my work. I never signed any conveyance of Pahou. I do not know. Do you not remember putting your mark in Hamlin's presence? It is he who made the mark. I remember Hamlin's coming to Waiohiki to speak about the sale of Pahou. I was not near, and did not sign. I had no money and no goods. Mr. Hamlin did not speak on that occasion about the sale. His coming was to get the signatures. His brother came on another occasion to get the signatures. Did you get no money or goods from Tareha? No.

Turuhira Te Heitoroa. *Pahou.*

My story is the same as the two previous witnesses. I have another word respecting the European trying to get my share of Pahou, and my withholding my Crown grant. The European endeavoured to get my Crown grant, but I refused. I was shown the document to let the Pahou go to the European, but I refused. The pen was offered to me that I might sign, but I refused. Afterwards the back of my hand was touched by the pen merely, at our place Waiohiki; Tareha was not there. This took place when we were cultivating in the field, not in the house. Te Wereta, Hoterene, and Kerei were there. Was Martyn Hamlin there? No; only the European, Mr. Maney. I cannot tell how long ago. Was James Hallett there? No; only Mr. Maney; he had no companion. Complaint No. 43.

Mr. Lee.] I got no money or goods from Tareha after signing this deed. Did you have any money or goods from Maney? No; I never received any goods from Maney at all. Is that your mark? It was me, and it was not me; I cannot see, I am blind. I did not hold the pen or make any mark. I heard Pahou was going to the Pakeha, but I still held my own. Who told you Pahou was going? I heard it stated. Did Tareha know it was going? I do not know.

Mr. Wilson.] I am not aware that the Pakeha Richardson has been possession for the last three years.

Utiku Te Paeata sworn. *Pahou.*

Morehu is one of the grantees. I belong to the section of those who are outside the Crown grant but are interested in that land. I live at Petane. I have a word to speak respecting those who are outside the Crown grant. We did not receive any money or goods, or any other thing belonging to the Europeans. There are about forty of us, who are sad on account of our land being devoured by those down in the Crown grant, and we wish now to be included with those who have spoken to-day. Formerly Wi Whanga was our *rangatira* at Petane, subsequently Tareha. I was present in Court when the block went through the Court. On that occasion the Court said it would not be right to have twelve or twenty people in the grant, but only ten, and Paora also objected; consequently there were only ten names. I objected in Court. I appeared and stood up before the Court and said, I should be one who should be included in that land. Monro and Smith were the Judges—the two European Judges. The Court said it would not do; they had already ten names. I replied that I should also be one. I was exceedingly sad on account of their not consenting, because the land belonging to the whole of the hapu; hence my sadness.

Mr. Lee.] I received no money when Pahou was sold. I received goods, but not on account of that land. On what land were they to be placed? Te Ihu-o-te-rei. I received a shirt, a pair of trowsers, and a vest. Mr. Maney did not say these things were for Pahou, but for this Island. I went for the purpose of obtaining these goods from Maney, and paying him in wheat, but he placed them on the land. That was his doing, not mine. I did not see the grantees of Pahou sign the conveyance. I did not see it on the day it was signed. Is that your mark to the deed? (Produced.) The reason I put my mark to the deed is what I stated. When I found Maney wanted to put the goods on the land, I told him he might put them on Te Ihu-o-te-rei, not on the Pahou. The writing for the Pahou by me for that debt is his own doing. I did not go with wheat to pay Maney, because he placed it on the land.

Mr. Maning.] I have not been put into any other Crown grant.

Mr. Hikairo.] How did you young men allow yourselves to be left out of the grant? Paora Torotoro and Te Waka Kawatini applied to have the land put through the Court, and it was their doing we were left out; through them and the Court the forty or fifty I have mentioned were left out. I asked Te Waka how it was we were left out, he knowing we were entitled? Te Waka said, This statement is correct, that it was not his fault. It was Paora's and the Court. The Court only required ten names. It was previous to the order of the Court that this conversation took place with Te Waka. We had contended about this before the order of the Court was given. I have already stated that I applied to the Court to be included in the grant. It had not been arranged amongst us that those old men and women were to be the grantees. It was Paul's own doing, he placed those persons in the grant because he desired to do so. I did not consent that those people should be in the grant; what I did was to apply to be included. Those ten were to be the persons in the grant, and the hapu was to be outside, but when the land was sold the hapu were to get a share of the money. It was not known at that time that the land was to be sold, but the land was to be investigated to know who it belonged to. Paul himself, unseen by us, wrote the names of those persons whom he wished to be the grantees, but we were all equal in the land—those who were in the grant and those who were not. The ten who were in the grant said they were to be the guardians for those who were outsiders. It may be two or three years from the time I obtained the goods of Maney that he said those goods were to be placed on the land. I was indebted to Maney during that period for the trowsers, vest, and shirt.

Pahou. *Tareha Te Moananui* sworn.

I know something respecting the mortgaging by some of the Natives who were in the Crown grant of that land. I heard the questions put to each of the complainants from Waiohiki about their getting money or goods, and their replies were correct. I did not give them goods or money because I was not *kai-mokete* (mortgagee) of the land. The shares of those who signed the mortgage went, but those of the others who did not escaped; they exist. I am not aware whether Hoera Matiu or Te Heitoroa received any money or goods from Maney.

Mr Lee.] Is that your signature on that deed? It was at the time of the mortgaging of the Crown grant that my name was put on that document: my name is there as a witness to the signing by the Pakehas. I was Mr. Maney's friend, and I saw the writing. I was at Mr. Maney's own place. Only one other person was there, Brown (Paraone Kuare). I saw Paraone Kuare sign the deed. I only saw Paraone sign the deed. I did not at any time see any other of the grantees sign. When the Pahou was dealt with, did you not receive £60 from Maney for yourself and you own people? I know of the £60; I received it on account of the Pahou. When Maney got the land from those who gave it to him, I went to ask him for some money. Maney agreed to give me that money. Why did Maney agree to give you money; your name was not in the Crown grant? The land was mine, from my ancestors down to myself. Why did you not have your name put in the grant, when it went through the Court? I did not desire that land should be taken into the Court, but Paul and Waka and others took it in against my wish. Which of your people had their names in the grant? The three complainants Te Waka Kawatini, Morehu, and Maihi Raukapua. The payment I got was for myself only, not for the names of the people who were in the grant. Why did you not oppose the land going through the Court? I quarrelled with Paora and Waka about the land going through the Court. I was angry and would not attend. Martyn Hamlin did come to Waiohiki and get signatures to the deed; the signatures of the grantees.

Pahou. *Paraone Kuare* sworn.

You signed this deed of Pahou? Yes, at Mr. Maney's residence; only Tareha and myself were present; my kainga is the Waiohiki. Did Martyn Hamlin come up to get signatures to the deed? He did. I did not see the signatures. I only saw him going there. I am not one of the grantees. I am outside of it. I got a gig from Mr. Maney. The other Waiohiki people got nothing. I am not aware Tareha got anything. I know nothing of what the Kohupatiki people got. I was present in Court when Pahou was investigated. Tareha was merely present in Court when the block was investigated; he was in merely sitting there; he was in Court saying nothing. Who spoke about the block in Court? Paora Torotoro was the principal person who spoke respecting the investigation of that block in Court.

Mr. Lee.] I do not know how much money or goods Paora Torotoro received or Matiu, Hoera, Heitoroa, or Winiata. I do not know who received money for Pahou; I did not hear or see. It was Mr. Maney had informed me that all the persons in the Crown grant had mortgaged that land, and he requested that I would place my name on the document also. What did you get? A gig. What was the value of the gig? £20. He was also to have given me a horse. The price of that was £30; making in all £50. It was a four-wheeled trap. I did not get goods or money, only the gig.

Pahou. *Henry Martyn Hamlin* sworn.

I am a licensed Interpreter. (Conveyance produced.) I know that deed. That is my signature as attesting witness and licensed interpreter. That is also my signature to the declaration on the back. I witnessed the signature of all the persons named in the attestation. There are ten in the grant; all have signed that deed. As to the extra names in the conveyance, they are supposed to be outsiders, agreeing to the sale of the land. I know Morehu Te Wherowhero. As near as I can recollect, Paora Torotoro and Te Waka Kawatini signed at Mr. Maney's house, and the rest at Tareha's place. I cannot say exactly where Tareha was when he signed, but I fancy at his own place. Some of the consideration money was paid at the time the deed was signed, but as to the amount I could not say. The principal part appeared to be an account between Maney and the Natives, which I did not see.

Te Heitoroa.] I saw you make your cross. I think Mr. Maney was present with me attesting the signatures. Who translated the deed to the Natives? I did; I think the Natives understood it. I told them that by signing that paper the land went from them.

Pahou. *Thomas Richardson* sworn.

I am a sheep-farmer and grazier at Petane. In the first instance, I rented the block, and afterwards it was purchased. I paid £80 per annum. I used to make my payments to the Maoris through Mr. Locke. I proposed to purchase, through Mr. Maney, to Paul Torotoro. The negotiations were through Mr. Maney. I proposed to Paul, through Mr. Maney, to purchase for £400. I paid the whole purchase money to Mr. Maney, at different times. The whole £400 in money. The Natives have not come to trouble me till recently. Tareha first came to me. It was after this Commission was talked of. I had nothing personally whatever to do with the transaction, beyond the first conversation with Paora. A large part of the block is sea beach and shingle bed. I have fenced in a good deal. I suppose I have enclosed about 120 acres, a portion of the best. I should say if I got 230 acres of good available land, it would be about the quantity.

Tareha.] There was no opposition to my purchase; none whatever, that I know of. I do not know that you were the person who opposed. I do not know that Mr. Maney consented to your having a portion of that land called the Awakari. I never heard of such a name on the block.

CASE No. III.

Waitanoa.

Complaint No. 4. *Ex parte* Tareha Te Moananui.

Tareha Te Moananui.

I know the Waitanoa, because it belongs to me. The first dealing with that land was Mr. Henry Russell's request that I should lease that land to him. Mr. Russell and I had a conversation respecting that place. He then went on to talk about the price. I asked him £200. Mr. Russell said it was a small place, and he would not be strong to give that money. We disputed about it, and Mr. Russell offered £120. It was a lease; it was £120 per annum. That was the money Mr. Russell mentioned to me. I contended to have the amount that I asked, but after a long time I agreed to his terms. Our conversation ceased because I consented to his terms. I then came into Napier here. When I came to Napier a person named Miller came to me. He asked me to let him have the same place, Waitanoa, to lease it to him. I had a conversation with him respecting the matter, and asked what he would give per annum. That European said £160 per annum. Myself and my friends consented to the words of that European Miller. When Mr. Russell heard that we had consented to let Miller have the land, he was angry. Mr. Russell then summoned me. The money named in the summons was £400; that was in payment of my not consenting to the first arrangement, and my giving away the land to the other European. I brought that summons in to the Government and showed it to Mr. Locke and others, Mr. Sutton said I had better look for a lawyer. Mr. Sutton and I looked for a lawyer and found him—Mr. Cuff—Mr. Russell's lawyers were appointed at this time. Sutton asked me to give him some authority respecting Russell's case; to give it over to him, and the lawyers commenced contending in the action, and I remained quiet. After that Mr. Sutton informed me what was going on. Mr. Cooper was one of the persons who was assisting me. I do not know how long ago this was. Mr. Sutton, after this, asked me to let him have Waitanoa. I had a conversation with him about his request that I should let him have the land. Sutton said, Enough for me is what is growing on it—the grass. It was a lease Mr. Sutton wanted. He said, The land will remain with you, the trees and the firewood. I agreed to that. After this Mr. Sutton paid myself and my hapu some money; the amount was £250. I was not aware that money was Mr. Henry Russell's. Mr. Cooper and Mr. Sutton informed me that the action against me had ceased. I looked after that word of Sutton's, that he was only to have the grass; that I was to have the land, the trees, and the firewood. When my people went to Waitanoa to get firewood, Mr. Russell's people drove them away. I complained to Mr. Sutton. We went again for the purpose of getting wood, but were told that the land had gone to Mr. Russell; we did not get any wood. We were prevented by the Pakeha. The first document I signed was Mr. Miller's.

Mr. Wilson.] I am not aware of having signed any document of Henry Russell's. I do not recollect receiving any money from Russell at the time of our conversation respecting the lease. Did Mr. Russell ever pay you £20 on account of the rent? I just recollect that—receiving £20 from him, in connection with our conversation which I first mentioned. At the time you received that £20 in Napier, did you not sign a writing? I cannot remember whether I did or not. Did you give any receipt for the money? I must say not, because if I had received the other £100 then the matter would have been completed. You received the £20 before your conversation with Miller? I had not seen Miller at the time. When you agreed with Sutton that was after the lease to Miller? Mr. Miller's lease was executed before. How did you think you could make a lease to Sutton when one was running to Miller? When Russell summoned me, Miller's lease came to an end. After the signing of that deed to Sutton, did you ever apply to any one for rent? No. Why not? I thought it was what Mr. Sutton first said, that he wanted only the grass.

Mr. Sutton.] I am sure you recommended me to go to a lawyer. I did not know I signed an absolute conveyance to you of the land, and that all I should get was the trees and firewood when I wanted any.

Mr. Lee.] Only Mr. Russell and I were present when the £20 was paid. Sutton was the first to come to me about the sale of the land. He asked me to let him have it.

Waitanoa.

Frederick Sutton sworn.

I am a storekeeper at Napier. I became purchaser of Waitanoa in 1867 for Mr. Russell. I was requested by Mr. Russell to undertake the negotiation. I got the money for the purchase from Mr. Russell, £250. I had heard the land was leased to Miller and Lindsay. Mr. Russell told me he had an action pending against Tareha for non-fulfilment of an agreement for a lease. I did not see Tareha in reference to the action until the same day or the day before the purchase was completed. Some of Tareha's people were speaking in my shop about this summons of Mr. Russell's, which was oppressing some of his old people very much, and asked me if I would be inclined to buy the land and help Tareha out of his difficulty with Mr. Russell. At that time I had not been instructed by Mr. Russell to buy for him. I saw Mr. E. Hamlin, who was acting for Mr. Russell, and informed him of what the Natives stated. Next day Mr. Russell called on me and asked me if I would undertake the negotiation on his behalf. I saw Tareha some three or four days after, and had some conversation with him about it. I offered him £250, and guaranteed him that the action brought by Mr. Russell should be discontinued. I guaranteed payment of Tareha's solicitor's costs. After several hours' negotiation Tareha called me aside, and said his great difficulty was the *wahie* (firewood). I placed myself in communication with Mr. Wilson on behalf of Mr. Russell, and assured Tareha that the timber would not be convyed or included in the deed. I do not know the boundaries of the land. There was a bush on it. Within a month Tareha and two or three of his people came and complained that they had been debarred getting firewood out of the bush. I told Tareha I would write to Mr. Russell. I wrote to Mr. Russell to Wellington, and I also wrote to the person in charge for Mr. Russell of the Waitanoa, informing both of the understanding with Tareha. I had not seen Mr. Russell since the purchase, nor communicated to him the agreement with Tareha as to reserving the firewood. Mr. Cuff was acting as Tareha's solicitor at this time. He had nothing whatever to do with the settlement of this matter; I am quite certain of that. Mr. Cuff did not know there had

been a settlement till I called on him the next day. I could not speak as to the value of the timber on the land. I should not think the market value was very great. I have heard the value is considerably more than £5, but I can name no sum. I do not know what was paid Mr. Cuff for his costs; £6 or £7 I think. Tareha several times complained to me of the stoppage of taking timber—his not being allowed to go on the block for that purpose. Immediately Mr. Russell came back I spoke to him personally on the subject, and requested him to carry out the arrangement I had made on his behalf. This he declined to do, and said he would not allow the Natives that privilege; that he had, to use his own expression, "paid through the nose for the block." I informed Mr. Russell that under those circumstances I should not execute any conveyance of the land until I had received a deed of indemnity protecting me against any claims that might be made against me by the Natives, in consequence of which the document which I produce was executed and handed to me. It was prepared by Mr. Wilson (Agreement dated 16th December, 1867, for indemnifying Sutton against claims of former Native proprietors of Waitanoa). After that, on receiving a payment for my services in the matter, I signed a conveyance to Mr. Aikman.

Waitanoa.

William Miller sworn.

Mr. Lee.] I am the keeper of Her Majesty's gaol at Napier. I was formerly lessee under Tareha of Waitanoa. I know the bush there. It was mostly composed of pine trees (white pine)—I speak of the time I sold out my interest to Mr. Russell—living and dead, a number were dead standing. Whilst I had the land the Natives used to come every other day for firewood—Tareha's people. We never used the timber, we did not consider we had any right to it. I took the land for the purpose of cultivation. I held the adjoining land, but I never occupied Waitanoa; I sublet. It would be a difficult thing to say what the value of the timber was. It was of more value to the Natives than to any one else. There were several very good trees that I had intended to buy and cut up for fencing and other things. I know of no other bush near where Tareha's people could go for firewood. I should not like to put a money value on the firewood. When I was there, there used to be a number of them, women and children, working in the bush and carrying away firewood.

Mr. Wilson.] My partner negotiated this lease. Mr. Russell told me before I got this lease (one mentioned before) that he had agreed for a lease. Mr. Russell's man of business, his interpreter McKenzie, showed me a deed in Maori, and said that was the deed of the Little Bush, and it was no use my looking after it. I told Mr. Hamlin that the Natives had been negotiating with Mr. Russell, but they wanted to lease or sell to us; and if he could ascertain whether Mr. Russell was dealing with the Natives, that I would have nothing to do with it; if not, that I would give him a certain sum to get a lease. On learning from Hamlin that Mr. Russell had no agreement, I instructed Hamlin to get the lease for us. Afterwards Mr. Russell bought our interest for £200. Some years ago I leased the adjoining block from Government at £1 or £1 12s. 6d. per acre, annual rent. The land was let by auction. The term was twenty years I think. Subsequently I bought the land from valuators appointed by Government at £4 10s. to £5 per acre. The leases contained a clause entitling the lessees to become purchasers at a valuation if the Government ever acquired the freehold. The average valuation of the freehold was about £4 15s. Neighbouring land was bought of the Natives at £10 an acre.

Waitanoa.

Henry Robert Russell sworn.

I reside at Waipukurau, and am a Member of the Legislative Council of New Zealand.

Mr. Wilson.] In 1867 I had bought from the Government land in the Papakura Block, on behalf of Mr. Aikman, who resides at St. Andrews, Scotland—land adjoining Waitanoa. I thought it material to the enjoyment of that property to buy Waitanoa. I negotiated with Tareha for the lease of the Waitanoa. I applied to Mr. McKenzie (who speaks Maori) to see Tareha about the lease. After considerable discussion, Tareha agreed. Were you there at the time? I was not. Mr. McKenzie brought me an agreement signed by Tareha—I am not sure in what language. I think in the Native language. He agreed to lease the land to me for twenty-one years at, I think, £120 rent. I cannot find the agreement anywhere. After the transaction was supposed to be settled, I suppose I destroyed it. I have sought for it and cannot find it. I paid Tareha £20 on account. I think I sent the money (£20) out by Mr. Scully, who was going out to Tareha's place at the time. The agreement was an informal one, but I recognized Tareha's signature to it. Afterwards I had some conversation with Tareha about the agreement and the getting a proper lease made out, that it might be registered. Tareha then raised the question about the firewood. I declined to admit the privilege he claimed of taking the firewood. My objection was more to the continual annoyance than from any value I attached to the firewood. I was then just on the point of sailing for Wellington to attend the Assembly, and it was agreed the matter should stand over till my return. During my absence Miller and Lindsay obtained a new lease from Tareha, drawn out in regular form, and registered, so that they got legal possession. I purchased their interest, and also the interest of a sub-tenant of theirs, Mr. Baty. I applied to Tareha to recompense me for the outlay I had been put to to recover the land in consequence of his breach of agreement. His answer was, That I was to go to Miller and Lindsay; it was their fault, not his. I then instructed Mr. Wilson, who was Mr. Aikman's solicitor, to institute proceedings against Tareha. An action was brought for £400 damages, for breach of contract. I think I paid Mr. Baty £50, besides some other expenses he brought in. Mr. Cuff defended the action for Tareha. Some time after, When I was again going to Wellington to the Assembly, in 1867, Mr. Edward Hamlin informed me that Mr. Sutton had got Waitanoa for sale. I saw Mr Sutton on the subject, and he told me that such was the case, and that Tareha wished to sell it, because he wanted to raise some money for some purpose. As far as I recollect, it was some feast or other. I told him that all I would give was a sum of £250 clear to Tareha, and I would stay the action. Mr. Sutton said he would see what they would say to this proposal; and I told him that I would leave a check for the money with Mr. Wilson, and that if Tareha agreed Mr. Wilson would pay the money, on obtaining a conveyance of the land. I accordingly did so, and proceeded to Wellington,

leaving the matter in that position. Whilst in Wellington I was informed the matter had been settled as proposed. On my return Mr. Sutton applied to me to repay him some expenses which he had incurred about the matter. I at first declined to recognize his claim, but on speaking to Mr. Wilson I agreed to pay it. I absolutely deny that I ever employed Mr. Sutton as my agent in the matter. I looked upon him entirely as acting for Tareha. I recollect some application of Mr. Sutton about the firewood; but as it was not in my proposal I refused to acknowledge the claim. Tareha has never applied to myself personally on the subject. I have heard my people in charge at Waitanoa say that once or twice the Natives have come wanting to get timber. I recollect signing a paper to indemnify Mr. Sutton. I did not understand that it had any special reference to firewood. I have no personal interest in the block whatever.

Mr. Lee.] It was immediately after the sale of the Papakura Block by the Government that I had the conversation with Tareha, in 1866. I believe I went to Wellington about July or August. My negotiations with Tareha were some time subsequent to the auction sales (*i.e.* the sales of the leases in Papakura Block) by the Government. On the strength of my agreement with Tareha I put sheep on the land. There is no dividing fence between the land I bought for Mr. Aikman and Little Bush. Did not your sheep go on just as much before as after the agreement? Not so far as I can recollect. I bought about 300 or 400 acres altogether for Mr. Aikman. At what price? The sections were leased at various rents. There was considerable competition, because the people who got the leases had a right of pre-emption from Government at a valuation. The rents I gave for Mr. Aikman ranged from £1 to 30s. per acre, and probably one or two sections a little more. The sections varied in size. There were sections of 20, 40, 50, and 70 acres. The price I paid for Mr. Aikman for the freehold cost from £3 to £5 an acre. I was not residing at Papakura myself; a person named Knox had some adjoining sections, and he employed some one to look after our sheep jointly. I never instructed him that the sheep were to be put on the Waitanoa. I informed Knox that Waitanoa was leased to me. I recollect informing him of that. I cannot say where I first saw the paper McKenzie showed me. I cannot recollect where it was first given to me. I think it was witnessed by McKenzie. I think it was in Maori, but am not certain. I understand a little of the Native language. Did you read it through so as to understand its contents? Certainly I did. I did not make a copy of it, not to my knowledge. Probably I sent a copy of it to Mr. Aikman. It was put away with the other papers of mine at one time. Did you ever show the document (agreement) to your solicitor? Probably I did; I do not know that I did. I brought this action in my own name. Did you not give the document to your solicitor on which the action was founded? I have no recollection of doing so. Before I went to Wellington, Tareha mentioned the firewood. Before I went to Wellington, Tareha agreed the matter of the lease should stand over. A Native was present. Tareha did not then say that unless I agreed to give the firewood the treaty would be at an end. When I returned from Wellington I first saw Miller's lease. I think Sutton's demand was £10 or £11—not for his services, for expenses. Before I applied to Sutton, Mr. Edward Hamlin proposed on my behalf to buy Waitanoa of the Natives. They asked some very large sum, which I laughed at, and refused to give. Had not the value of the land fallen between the time of the Government leases and the Government sales, in consequence of two floods over the land? Yes; I think ideas of the value of the land had diminished at the time of the sale. I think Mr. Sealy's section went as high as £7. None went at £10. That for which £7 was paid was of much higher value than this Waitanoa Block, which is generally useless from water a third part of the year. That was always the character of the land. It was one-third raupo swamp, and nearly useless until the time of the Government auction (*i.e.* the sale of the leases). I do not know that the Natives asked £10 or £11 an acre.

Mr. Sutton.] I do not admit that you were my agent. I did not ask you upon what terms you would conduct negotiations for me. Do you swear positively that I did not tell you that the Natives were in my debt, and that if I received any part of the purchase money in reduction of my debt I should charge no commission; but if I received none, I should expect to be paid something? I have no recollection whatever of any such conversation. You said the Natives wished to raise some £500 for a large feast, and that you would not undertake to supply the goods for it unless they gave you some money. That they had put Waitanoa into your hands for sale, to raise money for that purpose. I empowered you to give £250 for the land, and to agree that the action should be stayed. I mentioned those were the terms on which I empowered you to purchase the block. I said generally that Tareha was to have £250 clear. I do not recollect I did in terms authorize you to pay Mr. Cuff's costs, but I was to pay all the expenses. I believe that I did say the action was to be stayed and Mr. Cuff's expenses paid. Did you not expressly ask me to go to Mr. Cuff and pay his expenses and get a receipt? Very possibly I did. I am aware you did pay the costs. Do you remember any conversation with me about this action against Tareha? Not previous to that time. Did you not tell me that declaration had been drawn by the Attorney-General, and that you were bound to succeed? If I said so, it was drawn by the Attorney-General. I have no recollection of saying anything of the sort. Did I not say the sum of £250 was small, when you said that the Attorney-General had declared the action was bound to succeed? I have no recollection of any such conversation about the Attorney-General. Did you give me two cheques, one for £10 or £11, and the other for £13. Probably I did, after speaking about them to Wilson. I agreed to pay you some of your expenses.

Chairman.] I deny paying Sutton anything for commission. I say that I paid Sutton for what he told me he was out of pocket. Did he bring you an account of expenses out of pocket? I have no recollection; I think not. He mentioned a lump sum, I think. Possibly there might be some dispute as to the amount of Mr. Cuff's account.

Mr. Sutton.] Have you no recollection of asking me to take £5 for my services immediately previous to the execution of conveyance from me to Aikman? I have no recollection of that. I was surprised any claim was made. I think I paid Mr. Cuff's expenses by a separate cheque. Are you certain that I did not stipulate before I signed the conveyance to Aikman I should have £10 for my services? I have no recollection of £10, but you insisted on a payment. Did you not instruct Mr. Wilson to take the conveyance from Tareha to me? I do not recollect giving any such instructions to Mr. Wilson.

Chairman.] What did Mr. Hamlin tell you about Waitanoa being for sale? He told me that it was in Mr. Sutton's hands for sale. Nothing more? That is all I recollect. I cannot recollect that Hamlin told me anything about the Natives having come to Sutton about my action against Tareha. I do not think that Mr. Hamlin told me that the Natives had come to Sutton about Waitanoa, in consequence of my action against Tareha. I do not admit that the immediate cause of the deed of indemnity was the Natives' demand about the timber, and I do not remember the timber question coming up at all at that time. Was it not on account of the difficulty with Tareha about the timber that Sutton refused to execute the conveyance to Aikman? I think not entirely. Had Mr. Wilson stated to me what he did in Court yesterday I should have admitted Tareha's claim. I do not remember any other circumstance making the indemnity requisite except the question about the timber.

Mr. Sutton.] Did you not write to me from Wellington thanking me for what I had done in the matter for you, and saying you would arrange the matter on your return? I do not recollect that letter; but if you wrote to me informing me that you had done a great deal for me, I no doubt wrote, in reply, thanking you for it. I have no recollection of writing. Do you not recollect writing to me from Wellington telling me you had heard from Mr. Wilson the matter was settled? I do not recollect so writing.

Whareraugi.

Ex parte Paora Torotoro and others.

CASE No. IV.

Paoro Torotoro sworn.

Puketitiri and Whareraugi were two blocks reserved; Puketitiri was not left as a reserve; it was sold to Mr. McLean; Whareraugi was the piece of land that was leased. The person who leased it was Mr. Kinross; I, Te Waka, and two others, were grantees. We leased it to him, and I was in his debt. The debts of us whose names are in the Crown grant amounted to £700. The rent per annum was £260, and Mr. Kinross asked us to reduce it so that the debts should be finished with. I consented. I gave away the £160, and allowed the rent to remain at £100. I at that time got three tons of wire from Mr. Kinross for fencing; I also took four blankets, and two stone jars of rum, three shirts, and two pair of trowsers. The money for the rent remained, and we continued to wait for that £100 per annum to be paid to us. At the end of each year we applied for the £100; it was not paid; and up to the present time I have not received it. I now say that the rent should cease and the lease be broken, that the land may be returned to us. The persons interested in this land are Paora Kaiwhata, Te Katene, Taraipine Hohaia, Whare; Turuhira Te Heitoroa is one, and a great number of others. They live at Tutaekuri and Te Kohupatiki, not at Tareha's place at Moteo. The Land Court had various rules; at first they wanted only about three in a grant—it was at subsequent sittings that ten were allowed. They were not allowed (to speak) by the Court. Give the name of some person who stood up and asked to be put in? No person stood up, because that word of the Court prevented them. I was conducting the case myself; I told the Court so, and it was my doing the Court did not insert them. When you received money for Whareraugi, what did you do with the money? When the European paid the rent to me, I distributed the money to the other Natives. This debt of £700 was a debt of us whose names were in the Crown grant. The subsequent debt that I referred to, the *waipiro* and the other things, was my own. The others (grantees) know of their own debts. When I received any money for rent, I used to distribute it to those who were at the Kohupatiki, my own relations. What were the goods you got for the £700? Blankets, trowsers, spirits, tobacco, print, needles, sugar, coats, and various other things. Ploughs? Yes. Fencing wire? None. What was done with all the goods you got for the £700? I devoured my own share myself. Did you give any to the people at the Kohupatiki? I had the most; the people had some of the smaller things—the flour and sugar; I drank the spirits myself. When any one came in to my house I gave them a tumbler. Did the people at Tutaekuri not get any? Ask Pera and Hamehona about that. Do they reside there? Yes; ask them, because I do not know about their debts. Heitoroa lives at Ngatahia, at Tutaekuri, the same pa as Hamehona. [Recalled.] (Witness, on being questioned by Chairman and Hikairo as to his understanding of lease, &c., seemed to understand.) I asked for Kinross's accounts, but did not get them.

Mr. Kinross.] Did not Martyn Hamlin explain the accounts? The person who really explained the accounts was Josiah Hamlin. Martyn spoke about the lease. Did you not get £5 for your share of rent from Mr. Kinross? Yes.

Whareraugi.

Complaint No. 16.

Waka Kawatini sworn.

What Paul has said is what I want to say; but I wish to say something about the rent. Paul's statement is true. We got from Mr. Kinross two tons of flour and sugar; the sugar and flour amounted to two tons in all. Our debts were small in other things, and it was only because we received the sugar and flour that the £700 was reached. We agreed we should not ask for rent for a period of three years. That was for the £700; that the money of the three years' rent should be left with Mr. Kinross. That is all I know of the matter. I did not get into debt after. Mr. Kinross's statement, that I got into debt subsequently, is incorrect. At the expiration of the three years we went to ask for some money, and we were told a sufficient period had not elapsed for the payment of the £700. We continued to go every year to ask for the money, but we did not receive it. It was Mr. McLean who gave the information to Mr. Kinross not to pay the rent; to keep us like that till we were obliged to sell our land.

Mr. Wilson.] It was my own thought that Mr. McLean wanted to buy, because I had Puketitiri in my mind, which Mr. McLean purchased. We asked Mr. Newton to go to Mr. Kinross for the money, but still he would not give it. I spoke to Mr. Newton to receive the rent. If I was learned I should have written it (the order to Newton).

Whareraugi.

Turuhira Te Heitoroa sworn.

Complaint No. 41.

I have heard what Paora and Waka have said about Wharerangi. I desire to speak. I do not know anything respecting the evidence of Waka and Paora. I only know respecting Wharerangi; that place has always been a reserve; and when the lands in this district were disposed of it was reserved for a residence for us. My request to the Commissioners is, that my land be returned to me. Do you know of the goods that Pera and Hamehona got of Kinross? That matter is with those two persons; I do not know of their debts. I did not receive flour or anything else; I subsist on Maori food—my own. Pera, Hamehona, and I live at the same place.

Mr. Hikairo.] Pera and Hamehona gave me no portion of the goods they got from Mr. Kinross. If Mr. Kinross says I am in his debt it would be incorrect; I have only heard now of the debt of Paul and Waka. My desire continually was, that that land of ours reserved from Europeans should be kept that way.

Whareraugi.

Paora Kaiwhata sworn.

Wharerangi was to be left a reserve for the whole of the people by their own consenting. The old people now dead agreed, and also we younger people now alive. That was arranged when the land owned by us was sold to the Government. Park surveyed the reserves. The wrong which occurred at that time was not through the Maoris but through the Pakeha. What wrong? The line was not made perfectly. When the land was first leased, the rent used to be paid properly. It was leased to Alexander. When his lease expired, Colonel Whitmore had it. No Crown grant had issued for it at that time. Then we reached the time of the Crown grant, and Mr. Kinross got it. I heard that they received £200, those four in the grant. I heard afterwards that Waka got for Wharerangi £150; Pere, £150; Paora, £250; Hamehone, £250. The European saw it was a debt to Kinross. I live at Moteo. I am continually visiting the different kaingas with Paul and the other grantees frequently. I do not know of the debts to Kinross; that is the wrong or the error of those who obtained the goods; the amounts I have stated are those the European named. There are fifty of us in the hapu belonging to that land; we are outside of the grant; my hapu is Ngatihinepari. This is the principal name, there are plenty of sections within that name. What is your section,—is it Ngatikopua? Who gave my name?

Mr. Hikairo.] It was through Paul that those of us who were not in the grant were excluded. It was agreed that the old persons who were in the grant should be in it. The whole tribe agreed that they should be the grantees to look after the land for us. For two reasons: one, that they were old persons; the other, that they were older chiefs. We accepted the word of the Court that there should be only two or three representatives. Was it not understood that the old people in the grant should look after the rent? That was so until the time of the wrong spoken of (the detention of the rent). I am one of the persons who conduct land concerns in this district. The reason I was not included was that it was arranged by the whole of the tribe that those persons who are in the grant should be the grantees.

CASE No. V.

Complaint No. 7.
Ex parte Boylan.
Mangateretere E.

No evidence taken. Complaint dismissed on opening, as not within the scope of the Commission.

CASE No. VI.

Te Koroki.

William Alexander Cannon sworn.

Complaint No. 8.
Ex parte
Cannon and Wife.

I live at Te Aute, and am a settler. I am married to a Native woman; her Native name is Hokomata. She is named as one of the grantees in the Crown grant. My wife, together with the other grantees, signed a conveyance of the block to Ellingham. It was signed immediately after the case went through the Court. It was signed without my knowledge. I was lawfully married to Hokomata. I produce a certificate in Father Reignier's handwriting of the marriage. The person named in it as Mariane Hokomata is my wife. The writing and signature is Father Reignier's. He is a Catholic priest, still resident in this Province. I was married about January, 1867. Te Hei gave my wife a £1 note, and told her that her name was wiped out of the Crown grant. That was after the land was sold. I laid out the £1 in postage stamps, and sent 6s. 8d. worth to Mr. Wilson for advice. I wrote to Mr. Wilson immediately. The whole consideration money was £300. What was the date of the sale? The date of the conveyance to Ellingham was 4th December, 1869. I claim an equal share of the land with the other grantees for my wife. She is one of the chiefs. The transaction took place at the Land Court, the time it went through the Court.

Mr. Lee.] I first heard that my wife had an interest in Koroki when the land went through the Court. When I heard that her name was in a Crown grant I knew that she had a claim, and that I had one too. I have been living in that district since 1867. I never lived on this block. I have been living on the boundaries, say a mile off. Owing to my wife's connections, she had claims all over the place. The Natives say there is no greater landowner in the Province if she got her dues. Ellingham built a house on the block before the sale to him. He got no authority from me or my wife to do so. The house was there when I first came on to the block. My wife never received any rent for the house. I cannot say whether I heard this block was going through the Court. My wife went up to the Court at Waipawa about several blocks. She went there and made her claim. My wife has put the name of Hapuku into grants, as he has put her name in.

Koroki.

Mary Ann Cannon, Wife of Complainant, sworn.

Complaint No. 8.

My native name is Hokomata. I put my hand to the pen of the conveyance to Ellingham. George Worgan held the pen for me, at Waipawa. I do not know the time. Mr. Hamlin was there; Martyn Hamlin. I made a cross. I cannot write. George Worgan wrote my name, and I made a cross.

They did not tell me what was in the deed. I thought it was a lease, not a sale. I did not say anything to my husband about it beforehand. It was at the Land Court at Waipawa. Mr. Monro was the Judge. It was in a different house; in a public-house, Mr. Cowper's. I had not spoken to Hapuku or Te Hei about it. I thought it was a different parcel of land, in the occupation of Messrs. Campbell and Coleman. I thought it was a lease, and I should get some money. I only thought so; no one told me so. I got a £1 note, and George Worgan told me to return it when the purchase money was paid. At the time I signed, George Worgan gave it me. Te Hei gave me some money. I gave George Worgan £1 for the £1 note G. Worgan had given me. That was all I ever got for the land. The others got £300. I did not ask for more because I thought it would be no use. It was in the hands of the Hapuku and the other grantees. Is it the custom that when a woman marries a Pakeha her share in the land is less? I believe that is the opinion. I did not know until the Court that I had any share in the land.

Mr. Lee.] Do you remember, at the time when the money was paid, were many of the grantees together? They were not all together. Was Hapuku there? Yes. Te Hapuku, Te Haurangi, Waranga, Ponatehuri, Eraita, Nohopapa, and others, were there. Kingi and myself were not present. Before you went to Waipawa, did you know that any Natives were going to try and get this piece through the Court? Yes. How did you know it? I heard so. I made no application to have my name in the grant. What made you apply to the Court to have your name in the grant? Because I had claims to the land through my ancestors. When did you first think of applying to the Court? It was when the land was surveyed. I heard my ancestors had claims to that land from Te Hapuku. I heard him talking to a good many. I mentioned to my husband that I was going to Waipawa to have my name put into the grants. I told him before the land was surveyed. I do not know how long before the Court was held, perhaps three months. No one ever spoke to me about making this conveyance to Ellingham. Do you know how Ellingham came to have a house on this land? Hapuku and Hineipaketia (same as Te Hei) let it it to him. Ponatehuri also agreed to let, and Kingi. You were never consulted as to the leasing? No; I was not consulted. Do you know how many years Ellingham has been in that place? No; the house was built when my eldest boy, who is now as big as you (the interpreter), was a little boy.

Mr. Maning.] Were there not two interpreters present when you signed? Yes; George Worgan and Mr. Hamlin. Which placed the paper before you? George Worgan. What did he say when he put it before you? He said nothing; only he asked me to sign my name. I am sure he said nothing, only, Come and sign this paper. Hamlin was close to us. I thought it was a lease, by which I might get some money to my own use. How did you come to think it was a lease if none of the interpreters said anything to you? I had heard on that same day proposals made by George Worgan to the other Natives to lease that land. They were not the people who sold the land who were talking to Worgan about a lease; that was the only reason I had for thinking that the deed was a lease. It was the day after the sale took place that Te Hei gave me the £1. She told me my name had been scratched out of the grant.

Chairman.] Did Te Hei tell you that the £1 was all you were to get out of the land? Yes. What did you say? Nothing.

Mr. Maning.] Do you know what the effect of a lease is? I do not know what the effect of a lease is; but I thought by signing I should get some money. Are the persons whose names are in the Crown grant *rangatira* of the hapu? All chiefs. What relation are you to the Hapuku? I am of a younger branch—by the younger branch of Hapuku's ancestor.

Mr. Hikairo.] What do you consider your share of this land? Do you claim an equal share with the Hapuku? Yes; the shares are all equal; mine is equal with all the rest.

Mr. Maning.] Do you claim an equal share with the Hapuku in all the lands of the hapu over the district? Yes, in all the lands; "Noku te he" (which means, "Mine is the fault; I am unable to insist upon my claims"). Has not Te Hapuku sold a great deal of land about Napier? Yes; but I am not in the sales. [Recalled.] Explained that Worgan gave her £1 and Te Hei gave her £1.

Koroki.

Henry Martyn Hamlin sworn.

Complaint No. 8.

Mr. Lee.] I am a licensed Native Interpreter, in the employ of the General Government. I know Hokomata very well, and Mr. Ellingham, of Te Aute. I know the piece of land where Ellingham's public-house stands. As far as I can recollect, Hokomata was one of the grantees when the land passed through the Native Lands Court. I was acting as clerk and interpreter to the Court. Te Hapuku claimed to have the land put through the Court. He was the applicant to the Court; Mr. Rogan was sitting, with a Native Assessor. At first Te Hapuku, and then Te Hei and Waikiku (or Haurangi) were to be the grantees, on a further question from the Judge whether any more claimed to be grantees. Hokomata and some others claimed to be included. Te Hapuku said, Well, yes you can put them in the Crown grant if you like. Their names were inserted in the order for the certificate. A few days after this land had passed through the Court it was sold to Mr. Ellingham; a deed of conveyance was executed. I witnessed many of the signatures—Te Hapuku's, Te Hei's, Waikiku's, and Hokomata's amongst them. I think Mr. Neale was present when Hokomata signed, and Mr. George Worgan. Mr. Worgan was acting as interpreter for Mr. Ellingham. I simply signed as attesting witness. I heard the deed read over and explained to every Native that I saw sign. I can remember the deed being explained to her, and also Te Hapuku. Was any Native present when Hokomata signed? I do not think so. At the time Hokomata signed there was £1 paid to her; when Te Hapuku and the others had signed, £300 was paid to them. I saw it paid. I will not say that Hokomata was present. The £300 was paid in the presence of Te Hapuku, Te Hei, and Haurangi; it was laid on the table, and I think Te Hapuku took it up. I am sure the whole money was paid down—part in notes and part in cheques; Mr. Neale brought the money, and paid it at the table. All that was said was, Here is the money; you grantees settle the division amongst yourselves. Mr. Worgan said that. Can you recollect how Hokomata executed? As near as I can recollect it was only by a X; I have no absolute distinct recollection.

Complainant.] I never was partner with Mr. Worgan. He gave me no money for attesting.

Chairman.] So far as I know Te Hapuku is the greatest claimant in the district of Te Aute. The other claims are nothing to his; and if these grantees are put in it is a matter almost of courtesy on the part of Te Hapu. I could not state what fractional part Hokomata is entitled to, nor do I think it could be ascertained by Native usage—not without difficulty. I will not say it is absolutely impossible, but very diffieult. Arihi is also a great claimant in the district, but her name is not in this grant.

Mr. Maning.] Have been ten or twelve years in this district. Te Hapuku's people were cultivating on this land.

Hikairo.] Worgan gave Hokomata £1, she agreeing that when the other grantees' money was paid she was to return the £1. Hokomata asked Worgan to give her some money. As far as I can recollect, one or two had signed before her. Te Hapuku had not signed when she signed. Hokomata, Hapuku, and others signed the deed in Cowper's house, at Waipawa. (Conveyance dated 2nd December, 1869, Te Hapuku and Others to Ellingham, produced to witness.) This is the deed I referred to yesterday in my evidence in this case. I recognize my signature and Hokomata's mark. The deed is attested by Worgan, a licensed interpreter.

Koroki.

Complaint No. 8

John Wainhouse Neale sworn.

I am a storekeeper, residing in Napier, in partnership with John Close. I know the block at Te Aute, on which Ellingham's public-house is built. My partner and I advanced £300 on mortgage of the block. We transferred the mortgage to Mr. Rathbone. Ellingham's house, at Te Aute, was purchased from the Natives, at the commencement of December, 1869, on the 3rd or 4th. I took down £300 to pay for the land: I believe £150 in Bank of New Zealand notes and the rest in cheques —Neale and Close's cheques. I took it to Waipawa to wait until the land had passed through the Court. Mr. Worgan was interviewing the Natives, and he told me that the Natives were ready to receive the money. I handed the money into his hands. He counted it. The conveyance was on the table, and the room was full of Natives. He either laid the money on the centre of the table or handed it to one of the Natives, who counted it again. Te Hapuku was there. I do not know who the others were. There was about a dozen to twenty. Mr. Martyn Hamlin was there. I asked Mr. Worgan if they had all signed. He said one or two had not. The money must be paid before these would sign. I do not remember that I saw any signing going on myself. The deed was completed before I left the room. This took place at Cowper's Hotel, Waipawa.

CASE No. VII.

Complaint No. 9.
Ex parte
Cannon and Wife.

No evidence taken. Complaint dismissed on opening, as not within the scope of Commission.

CASE No. VIII.

Turamoe.

Complaint No. 10.
Ex parte
Cannon and Wife.

William Alexander Cannon sworn.

I am the same complainant as in complaint No. 6, heard yesterday. The block mentioned in my complaint is named Turamoe. It has been through the Native Land Court, and contains about 2,040 acres; it is in the Pakipaki. According to the laws of England I have a life interest in all my wife's property, and I have a family of children. My wife's name is in the order for certificate, issued by the Native Land Court for Turamoe. There are ten names, Paurini is the head grantee, and the rest are all alike. My wife claims about seventeen names on the block. My wife has signed her name to a lease of the block to James Henry Coleman, without my consent. The interpreter gave her a paper, when she signed the lease, to get £2 from Mr. Coleman. I and my wife were coming along in a cart from the Pakipaki and met Mr Coleman on the road. My wife said, There is Henry Coleman. I said to Mr. Coleman, I presume you are Mr. Coleman. He said, Yes. I said, You owe this woman £2, why didn't you pay her? He says, Who are you? I said, Who are you? I'll let you know who I am; I'll summons you to the Waipawa Court; which I did. He settled the case here in Napier with the District Court Judge, when the case was called on at Waipawa. The Judge told me I had acted very foolishly in summoning Mr. Coleman, and I lost my case and had to pay 32s. costs. The £2 was part of one year's rent. The rent in the lease is £20, payable yearly. So my wife, seeing herself done out of the rent, came down to Napier and mortgaged this property. The £2 was part of the first year's rent. I know nothing of the second year's rent, because the mortgagee receives my wife's share. Mr. Newton is the mortgagee. The whole lot of grantees followed my wife's example, and came down to Napier and mortgaged their shares. My wife leased without my consent and without my knowledge. I think I signed my name to the mortgage; yes, I am sure I did.

Turamoe.

Complaint No. 10.

Henry Bodaan sworn.

Mr Wilson.] I am a bookkeeper and clerk, now in the employ of Mr. Gardiner, at Pukahu. I know Hokomata, under the name of Mrs. Cannon, wife of W. A. Cannon, of Te Aute. (Deed produced.) That is my signature to the attestation clause. I saw Hokomata sign her mark, in Mr. Worgan's presence, at Te Aute. From the time Mr. Worgan called me till the time I signed the attestation clause, Mr Worgan was reading over the deed to Hokomata in Maori.

Mr. Cannon.] I do not understand Maori. I know sufficient of Maori to know he was reading Maori. He asked her if she would agree, and she signed the deed, Mr. Worgan holding the pen. Mr. Worgan asked me to witness her voluntary signature.

Hikairo.] When Hokomata was signing it was at a little round table—I was close to her—in Mr. Ellingham's house. I could not say what that box is at this distance (a box of pens at four yards off); I am very short-sighted.

Hokomata.

Complaint No. 11.
Ex parte Cannon and Wife.

CASE No. IX.

W. A. Cannon sworn.

Chairman.] What is your complaint. The block is Onepu East, 155 acres; the principal grantee, Keremeneta. When the Natives got the block in the Land Court, my wife said "Put my name down." I was present. Judge Monro said to me, "Well, Cannon, there is ten in this block already, I cannot put any more names in; but I will give you a certificate from the head grantee (Keremeneta) to get her share of the money, which will be just as good as her being in the Crown grant, as they are going to sell the land. They did not sell the land, but they have leased it. Some time ago they drew some money from some man named McLean; I do not know his other name. They got money, and I brought this certificate and claimed my share; and they laughed at me and told me my name was not in the Crown grant. I produce the original order written by Mr. Monro, signed by Keremeneta, and witnessed by Mr. Monro on the day the block went through the Court. [Order produced. See order and translation below.] Did you see Keremeneta sign? Yes.

Waipawa, 4th Hepetema, 1868.

E whakaae ana ahau kia hoatu kia Te Hokomata e tahi o nga moni utu mo te Onepu ana ka hokona e matau taua whenua ma nga tangata e noho ana ite karauna karaati e mea kia hia ranei nga moni e hoatu.—KEREMENETA.—Witness, H. MONRO.

[*Translation.*]

Waipawa, 4th September, 1868.

I consent to give some of the money which will be received in payment for the Onepu to Te Hokomata as soon as the land shall have been sold; it is for the persons named as grantees to decide what the sum shall be.—KEREMENETA.—Witness, H. MONRO.

Moeangiangi.

Complaint No. 13.
Ex parte Paora Hira and 17 others.

CASE No. X.

Paora Hira sworn, deposed.

The piece of land Moeangiangi was excluded by me formerly, at the time of selling; Moeangiangi was the name of the whole block; that piece was for us; we were not aware of the selling of the reserve left for us. I know when the land went through the Court; the Court sat in Napier, we were all here. Pitiera, Winiata, and Retimana were in the grant; all the people did not name them. We were not in at that Court, and they named themselves; I remember I was not at that Court. Pitiera and Winiata sold to Messrs. McLean and Locke; before the land passed the Court they had their own sale. Pitiera and Winiata came here and sold the land; they took the whole of the money to themselves; they sold secretly. I do not know whether they are here; one is dead (Pitiera); Winiata is at his own place, at Mohaka. I and my people live at Arapawanui, close to this land. Retimana lives at Tangoio, that is close to. We occupied and cultivated the land since the sale. I and my party are in the occupation of the land; there are no Europeans living there; there are sheep on it. Winiata and Pitiera's claim was not very large. The reason we left the land was because the European said it belonged to him. We heard there were ten acres reserved at the mouth of the river; but it was not enough. We did not agree, because the sale was not heard of by us. I do not know what was paid for by the block. There are no Natives living on the land. The Europeans told us to leave, and we went to Arapawanui. The money that has been paid should rest on the other lands.

Mr. Locke.] Do you not remember there were 200 acres only mentioned in the deed (Deed in Register, page 119, of the Reserve produced)? I thought it was 1,000 acres.

Chairman.] The Government have two shares out of the three: could it not be divided? We should not be clear about a division, because it was a permanent place for us. Two persons, Pitiera and Winiata, heard it was for all of us, and they went and wrongfully sold it.

Did you not hear of the Court sitting: why did you not oppose? I did not hear of it. Pitiera and Winiata saw me at Arapawanui, but they did not tell me they were going to the Court; this was when they came in to sell. I did not hear of it till a long time after the money had been received.

Te Retimana Ngarangipai sworn.

Chairman.] Were you at the Land Court when the land was granted to Pitiera and Winiata and yourself? I happened to come in when it was going on in the Court. I went in at once to drive Winiata and Pitiera out.

How was it you did not succeed? The Court was for the ten acres (a small reserve out of the former reserve).

We know that is a mistake; the Court was for the 1,000 acres (the whole reserve). The ten acres passed the Court. The 900 acres went (were awarded to Government) for Pitiera and Winiata's money.

Where were you then residing? At Tangoio. I do not consider the Crown has bought the 1,000 acres. It must all be given back to us.

Mr. Locke.] When did you hear of the sale to the Government? After the fall of Omarunui; it was previous to the sitting of the Court.

Why did you wish to put the other men out? To get my own name alone on that land.

Chairman.] Did you know at the sitting of the Court that Winiata and Pitiera had sold? No; I still considered it was ours. They had not received the money.

Mr. Locke.] Did you not say at the sale of Omarunui that you heard of the sale? Yes; I thought the land was still free, and then I found there was only five acres.

Chairman.] Do you say Pitiera and Winiata had no share? I do not know.

How is it that Kopu has signed the deed of sale of the whole block? The reason of his name being there was because he came to our chief Te Teira, and he asked for some money out of the land to pay for his ship.

Te Waka Kawatini sworn. *Petane.*

Mr. Maney came and asked me for Petane. I asked him the price he would give; he said I will pay you in money. The other persons in the grant have sold their shares, and if you do not sell yours it will be taken by the others (grantees). After Mr. Maney had seen me on two or three occasions, I consented; I then signed. I did not know whether it was a mortgage or whether my land returned to me again. I do not know the name of the document; I then began to get some things on credit. Were you paid when you signed? I was not; the only money I got was spirits and blankets. I asked him to show me the account of my debts which were in his book; he did not show me the account. I then asked Reihana (my *tamaiti*) to accompany me to Mr. Maney. Reihana came with me; he was a person who knew about accounts. I there got some blankets, shirts, saddles, spirits, rum. When I obtained those things they were put down. Maney was living at that time at his hotel and store at Tutaekuri (Meanee); he had not gone to Omahu. When I saw that I was only getting spirits, I asked Mr. Maney for money. Mr. Maney pushed a pound into my pocket and said, This is for your pocket. On another occasion when I went to get money he put ten shillings into my pocket, and said, This is for your pocket. I took the ten shillings away with me, because he said it was only for your pocket and not for the land. That was what Maney used to do when I asked him for the £500 for Petane. What was to be the price of Petane? The money that was agreed by the parties that sold was £1,000 for all. I asked him £500 for myself. There were ten grantees. They all joined in the sale; I was one of the ten. The ten were the principal persons who were in the Crown grant. Their relatives and younger people were left out. Were any important people left out of this grant? Only the younger chiefs. I will not say to the lawyers I received the £500. All we received was spirits.

Complaint No. 14. *Ex parte* Te Waka Kawatini and others.

Paora Torotoro sworn. *Petane.*

Mr. Maney came to my pa to ask for Petane; at that time Petane was leased to Thomas Condie. Mr. Maney offered £1,000 for the purchase of it. I said to him I would not consent to that price. Te Waka was not with me; I was alone. Maney then asked me what I desired. I said £3,000. He said, I do not desire the whole of that land. I said, Why do you not wish for it? He said, It is bad land. Maney only wanted the face of the pa—for that, £1,000 was to be paid—the name of Petane (the Native settlement), not the larger portion of the lands. I said, If that is so, if it is Petane only, I consent, but do not go stretching after the other land which you describe as bad. Maney said he would not take any of the other land, and I agreed. I did not go myself to show Mr. Maney the boundaries, but told Te Paraone to go. Paraone was living at Petane and a number of others who are present, I signed afterwards. Each of the grantees was to receive £100. Did you hear Maney say that Waka was to have £500? Maney's talk with Waka was on another occasion.

Complaint No. 36.

Tareha Te Moananui sworn. *Petane.*

This complaint is from me to represent the Tangata-o-waho [those whose names were not in the Crown grant]. That complaint is from the whole tribe respecting that land. That land was not managed properly by the persons who were in the Crown grant.

Complaint No. 39.

Ahere Te Koari sworn. *Petane.*

I come to complain respecting the sale to the Europeans respecting our sale to Maney. There were only the two of us together at the time. I complain of that sale that the other persons in the grant were not present. I told the European at the time I objected to the sale. All I know is of the European asking me for my Crown grant to take care of. Maney was the person who asked for my grant; but I did not quickly give it to him. I signed a deed. I got perhaps £5 at the time of signing, subsequently £1 and 10s. I sent an order by my son to Maney and got £10. Besides the £5 I received when signing, I received £16, including the £10 my son got; I got trousers, shirts, tobacco, coats, rum, and matches; I did not get an account of these things. After I had been getting these things a good time, I asked for an account. Do you understand accounts? I do not know the writing or the figures. Does your son understand? No; he is ignorant too, Reihana looks after these things for me. I live at Kohupatiki. What was Maney to give for the whole? We wanted £3,000. We agreed for £1,000, because Maney did not want the whole of the land. He only desired the frontage (Tatahi) the sea side. That is the flattest part of Petane. The boundary went on the ridge, and Maney said, We leave this upper part for yourselves to lease. I did not go over the boundary with Maney. I heard Maney say he did not want the whole of the land.

Complaint No. 49.

Te Waka Kawatini recalled. *Petane and Pahou.*

Mr. Lee.] How many years have you been dealing with Mr. Maney? I do not know. How much money and goods have you had from Mr. Maney altogether since you have been dealing with him? I did not receive money; I only received 30s. in money, the other was in in spirits; I mentioned that the other day. Have you not received £900 in goods and money? That statement is untrue. Did you not give Maney an order on Tanner for £100, in part payment of your debts? That is false; I heard something about it on another occasion, but denied having anything to do with it. Did you not give Maney an order on Sutton for £250 to pay a part of your debt? It is a false statement. I did not do so.

Complaint No. 14.

Paora Torotoro recalled. *Petane and Pahou.*

Mr. Lee.] Do you know your handwriting to this paper? (Promissory note for £200, January 12, 1870, one month after date, to Maney, signed Paora Torotoro.) The document is correct, but the money was not given. At the time you signed that paper, did you not owe Maney £160, and wanted some goods? I signed this document, but I thought I was to receive money immediately. I admit I signed that document. I signed the note at Maney's own place. Martyn Hamlin was there; he was the interpreter. At this time (the same day) I looked at Mr. Maney's book, and it was interpreted to

me. When you saw the book did not the book say you owed Mr. Maney £160? No; that was not explained to me. I always asked to be shown the accounts, and they were not shown. It was another time Mr. Maney showed me the accounts. The accounts were not explained to me till Mr. Maney said I should get no more credit. Then he showed me. Shortly after signing this promissory note, did you not get 40s. from Maney? Yes. Do you remember getting some bricks, 200? All I know is my taking them; I do not know how many. The same month did you not send a cart over to Mr. Maney's to get £40 worth of goods? Witness: Will you say what I received? (List given: boots, sugar, flour, clothing, and two cases of brandy.) I only got one case of brandy. Do you say I took all those away in one cart? No; it was not so. Did you not tell Maney to pay Dr. Carr for attending you and family when you were sick? I mentioned that on previous examination. I went to Mr. Sutton, not to Mr. Maney. Do you remember ever getting 1,000 bricks from Maney? Yes, I remember. I used not to take all those things at one time. I used to get tobacco, coats, spirits on different occasions; not all at one time. On 5th May, 1870, do not you recollect getting two tons of wire? The only wire I got was that I obtained from Mr. Kinross; three tons. (Witness corrects himself.) I received a ton of wire from Mr. Maney; and on the same day 2,500 lbs. of flour, price £25. (Witness: How many bags? 25 bags.) If you say that I took it all at once, it is untrue. I did not purchase those 25 bags. Do you remember on the 4th May Mr. Maney paying £10 to Mr. McMurray for you? I asked Mr. Maney to pay it. The same day did Mr. Maney give you £10 in money? That £10 was for the whole of us, Waka and others, on account of the lease, not for this place, for Ohikakarewa. But Mr. Maney did not give me £10. Three of us took it for the lease of Ohikakarewa. Was Maney the tenant of Ohikakarewa? He was not at the time. Another person held the lease of it (Heslop). How came Maney to pay rent for it. Heslop gave it to Maney to pay us. (Witness asked, Was this an account of Pahou or Petane? He was answered that there was only one account.) My idea was that there was a separate account for each place. Do you remember, after selling Pahou, going down to Maney's place with two or three carts? No. It was on a day that Pocock was paid £20 for you? No, the £20 was not paid. Maney did not pay my debts to Pocock, although I asked him. At the same time did not Mr. Maney pay the men who were painting your house £20? No; my gig was the price of those debts; Pocock has my gig. Did not Maney pay £20 to the painters? I do not know. Who paid them? Mr. Sutton was the person who arranged about my house. I do not know why any one else should jump in and interfere. Do not you remember that your house was painted with a second coat a short time after the first? No; it was only painted once, and then destroyed by fire. Do not you remember Pocock coming to your house with Maney, to your whare, at breakfast time, to measure the painting? I do not know anything of that, because Mr. Sutton was the person who was arranging the matter of my house. Do you say your house was not painted a second time after Sutton had done with it? No; it was burnt immediately. Did you not, on 4th February, 1870, get £1 in money? Yes, I remember that pound. At same time did not Maney pay Annie Waka 10s. in your presence? I do not know any person of that name; Annie Waka of Petane, Annie Te Whanga? Yes, 10s. At same time did you not tell Maney to pay Neagle 30s. for you? Yes. And Dr. Russell, the late doctor, £2 10s.? Yes. On the same day did you get 2 blankets, 2 shawls, 2 bags sugar, 2 cases brandy, 1 bag flour, box cigars, 3 Crimean shirts, suit of clothes for a boy, and 2 pigs? I have plenty; why should I come to him for pigs. Did you not take the pigs away in a box? No; I have plenty myself. They were very good pigs, £2 a piece? No; my pigs that I got were from D ; they were very good ones. At the time you got all those last-named things, was not Maney's book open for you to see the accounts? Maney showed me that I was in his debt on that day. I told Mr. Maney the account was not correct, because I had continued to ask him before that for the items. On that occasion was not the price of Petane and Ohikakarewa taken off your debt? No; that was not done so. (Ledger produced, folio 370.) No such book as that was shown
Petane. me. Do you remember receiving a cheque for £30 on 20th May, 1870, from Mr. Maney; his own cheque on the Bank of New Zealand? When the Pahou was being investigated we mentioned about that money, and I said that money was for Ohikakarewa, 14th May, 1870, cash, £5 8s. 6d.; 100 yards print, £5; 5 pair trousers, £3 10s.; 6 Crimean shirts, £4 10s.; 4 packs cards, 8s. Items read. Witness said, Yes, I had the goods you mentioned, the spirits also. I did not take those goods all at one time, but twice. As to the cards, why should I take such things for? I do not play. The younger people do, but I do not. Do you remember on 24th June, 1870, any money being paid by Maney to Faulkner for a plough—£4 10s.? No; I got my ploughs from town. Did you ever pay Faulkner money yourself,—Mr. Sutton is the person who paid for my ploughs. Do you know George the blacksmith, at Waitangi? Yes; George the blacksmith. Did you not get money to pay him £4 10s. for you? No. Did you ever pay George any money yourself? I paid him in wheat and oats. How much money were you to get yourself for Petane? £100. Mr. Maney said that was an end of the debts. The £100 was to be payment for a portion of my debts. How much money were you to get for the Pahou? I was to be paid what I said before when that case was heard. The reason of my consenting to the sale of that was that I was to have an additional £100 for myself. I was to have £100 for the land, and £100 for the signing. How much for Ohikakarewa? £100 for that. Which of the pieces, Ohikakarewa, Pahou, and Petane, was first sold? Pahou first, next Petane, and next Ohikakarewa. Is it long now since you ever got any goods from Mr. Maney? I finished long ago. Did you ever see this book (ledger) when Mr. Maney showed you that you owed him money after getting credit for sale moneys of all these blocks? Maney did not tell me that he had added all the money for the goods together, and placed the lands together. The books show that the last thing you got was ten bags wheat (wheat bags); is that correct? I did not receive those bags. Do you remember Maney telling you at his store at Tutaekuri that he would not let you have any more goods? I remember that. At that time Maney did not show me the book, and show me that I owed him money. Did you not at that time talk to Maney about selling him the Waikahu to pay him his debt? I did not say he should have Waikahu.

Hikairo.] When I signed this paper (the promissory note produced), I expected to receive £200 in money. I thought I was to get that money for the land. What land? For the Pahou. Martyn

Hamlin was the interpreter. He told me Mr. Maney was to give me £200; that was the cause of my signing.

Paraone Kuare sworn. *Petane and Pahou.*

I signed the conveyance of Petane. I am on the same side as Paul. I speak respecting what Mr. Maney said—that he would give back some of the land to us. The boundary of the place which was to be returned to us is the foot of the ridge. The boundary commences at Wai-o-hinganga, above Petane, running along the spur, and going to the ridge at Waiwairaupa, Te Pa te Rongomai te kapua, coming down from there into the stream Pihauwahine; from there to Parateka, another stream; from there to the Hokapuni, and reaching from there to the sea. That is the piece that Maney agreed to give us back—the part around the pa. The boundaries that I have spoken about were not surveyed, but they were mentioned to Maney. By whom? By me. Was any one else there? Only Mr. Maney and myself. It was not at Petane that I spoke to him; it was here. How did the others know the boundaries then? Because they are old names for the boundary. How did they know that Maney agreed to give the land back? I told them what Mr. Maney said respecting the piece which was to be given back to us. It was level land that was to be given back; one portion was a little hilly. Is it the land round the settlement, and mostly level? The lower part, and also a portion of the hill. The greater portion of the hilly land Mr. Maney said was for him. The larger part was to be for Maney, and this little bit for you? Yes. Did you go over the boundaries with any one? No; the names were mentioned here. Where were you living when Petane was sold? At Waiohiki. Paul did not tell me to go over the boundary on the sale of Petane.

Hikairo.] I mentioned these boundaries to Paul. I do not know anything of Paul's debts, or anything else. What I came to speak about was Maney's consent to give back a piece of Petane to us. Mr. Maney consented that this portion of the land should be given back. It was not explained to me that Petane was gone. Maney did not say he wanted the frontage (*tatahi*). He said we were to have it. Who was to have the upper part of Petane? Mr. Maney. [The discrepancy of his evidence with that of Ahere was pointed out, when witness said]: I only know the conversation which took place between Maney and myself. I did not hear the other witnesses say that Mr. Maney was to have the good portion, and we the indifferent.

Mr. Lee.] Who was present when you signed the deed? (Deed of conveyance produced, 31st August, 1870). That is my signature; I cannot tell if I saw that plan. Mr. Maney was present, and perhaps Mr. Martyn Hamlin. Do you know Hill, the saddler, of Meanee? I may have seen him there; I cannot say. The plan may have been there, but I cannot say. [Witness examined as to his understanding the plan: He knew the river, the settlement, and the sea.] That document (the conveyance) appears very large; I have been in the habit of signing smaller ones. I can write very well when I am intoxicated. I have forgotten the time of signing that document. I do not live at Petane now; I did at the time of the Hauhaus. A piece of land went through the Court. The land had been surveyed, but had not gone through the Court when I left Petane. Petane was my residence when the land was surveyed. Who is living at Petane now? The same person (Condie) is living there now as was before. Condie had a lease from me. Have you had any rent from him lately? No. When? Before the mortgaging; the mortgaging was after. You have not received any rent since you dealt with Maney? Have you applied to Condie for rent? No. Why not? To what purpose? I did not go; Maney told me Paul and the others had sold their shares. I heard Paul's shares had gone; I did not wish to do the same as he had done, but he persisted in asking me for mine. Maney continued to come after me; what he gave me was *waipiro*. He was endeavouring to get my Crown grant; I would not let it go. Maney said, You must give me your Crown grant, or I shall summons you. I said, Why should you summons me for that reason? He said, For holding on to your share. During the year that Tareha was at Wellington Maney came after me again. Did you not in August, 1870, owe Mr. Maney £460 and more? No. When Mr. Richardson and Mr. Maney met me in town he asked me where Hamahona was, and when we found him we went into the hotel opposite and were given a glass of beer. They spoke to Hamahona and me. I have already mentioned what was said. I began to get afraid, in consequence of Maney's threat of summoning me. I asked £450; that was to make him afraid of my demand. He offered £300. Hamahona had made his escape by that time; he ran away. I remained, and after a good deal of talk Mr. Maney consented to my terms. At that time I was not in his debt, after I had agreed to let him have the land I asked him for some money. He gave me spirits; most of what I got was spirits; other things were small. After that he gave me £60 in cash, 1½ tons of wire, and 800 posts. Have you ever been to Maney to get back any of this land? Yes, and he consented. Afterwards Mr. Maney asked for Hemi Tuki, Tareha, and others to come to his place at the mill. Three of us came; Tareha did not. Afterwards Maney said that Richardson and he consented that a portion should be given back to us that had not sold our shares.

Hikairo.] I was angry with Hamahona for not signing his name to the deed. My desire was that it should all go.

Henry Martyn Hamlin sworn. *Petane and Pahou.*

I am a licensed Interpreter. (Promissory note for £200 produced.) I never saw that document before. I did not witness that document. I know nothing at all about it. Deeds of conveyance of shares in Petane produced: 5th April, 1870, five shares; 16th April, 1870, two shares; 31st August, 1870, one share. I explained the description in the deed—the whole deed. No question was raised by any of the Natives as to the whole block being conveyed. Explained about the signature of Hamahona Tarawai, who represented himself to be Hamahona Tangahe. He received £80 at that time. He has never repaid it. I have asked him for it. He says he has no money. He said he was the grantee. He was living at Tareha's place. I discovered the mistake about a week afterwards.

Hikairo.] Who was the Clerk of the Native Lands Court when Petane was investigated? I do not know.

Petane and Pahou.

Richard David Maney sworn.

I am a storekeeper at Omahu. I have been engaged by different persons to purchase land for them. I purchased the interests of the complainants in Petane, Pahou, and Ohikakarewa. I have paid the considerations set out in the deeds—£400 in Pahou and £1,600 in the case of Petane. I have paid the whole either in cash or as a contra account, at or about the time. I have paid some of them twice over. I have paid Paraone twice over. Waka, Paora, and Paraone have drawn far in excess of the consideration money. They have received cash from me when they required it, or paid their accounts in Napier, in most cases by their verbal orders, or by interviews with the persons to whom they were indebted. The accounts which I have produced are strictly correct, as far as I know. Everything was entered in the day-book as they occurred, and the books kept by a professional. When they had anything coming to them, their knowledge of the accounts was a question of every day so long as they had anything to receive. There is a balance against Paul and Waka; neither has drawn anything from me for a length of time. They were acquainted at the time that there was a balance against them, after the sale at Petane. When they were getting more goods and cash, I told them the state of their accounts, and that I could not let them have more goods without further security, or a further sale of land. They then negotiated the sale of Waikahu. They still had their interests in the Waikahu left, which they were willing to sell. As soon as they got into my debt they refused to sell the Waikahu to me. I never heard any dispute at all until the agitation in reference to the Commission. No reserve of any kind was made at the time of the sale of Petane. There was an agreement allowed in reference to the Pahou. At the time of the sale of Pahou, Tareha would not give his consent to the sale unless the Natives had a right of fishing reserved. They represented this right to be the building of a few whares to use when they should choose to go for the purpose of catching fish. That agreement is not disputed now. I believe Mr. Richardson admits it; he will speak for himself. The eight shares in Petane were put at £200 each. Each of the eight was paid or credited £200. The £400 in Pahou was unequally divided. The chiefs got the largest share. Paul had £100; Waka had £100; Waka Takehawi, £50 odd; the rest was divided in smaller sums amongst the other grantees. They were not all in my books.

Mr. Waka.] Where is my account that I asked for?

Mr. Wilson.] The purchase money of Waikahu was all paid in cash.

Mr. Hikairo.] How is it you did not cause to be mentioned in the deed the right that you say the Natives have to fishing? Because it was to be a fishing right, and not a right to the land. It was years after the sitting of the Native Land Court that Waka got into my debt. I have been sixteen years in this district, and have known Waka and Paora off and on for the last twelve years. Waka and Paora did not owe anything before the sitting of the Land Court. I would not trust them. Were you aware they had Crown grants for their land, and for that reason did you allow them to get into your debt? Certainly. When you allowed Waka to get into your debt, did you explain to him that you were going to have his land in payment? He explained it to me; when taxed with the amount they owed, they said such and such a piece of land will pay for it. As to the Pahou and Ohikakarewa, these two gentlemen, Waka and Paora, came to me together, and requested me to buy. Ahere did not in the matter of the Pahou, but he did in the matter of the Okikakarewa.

Mr. Wi Te Wheoro.] The last item against Waka is 9th February, 1871. I showed him the balance against him as long as he had anything to receive; he was at my place two or three times a week. I did not get Waka to sign any document acknowledging the balance.

Te Karaka Hikutoto.

Ex parte Te Waka Kawatini.

CASE No. XII.

Waka Kawatini sworn.

Statement by Mr. Locke.] Te Karaka was not included in the first sale of the Hikutoto Block; probably it was excluded at Te Waka's request to Karaitiana and Karauria, who sold to the Government. But though not at first included, Te Karaka was afterwards separately conveyed.]

On this being translated to Te Waka, he said, Yes, that is true. My complaint is that they sold the portion which is reserved. I did not get any money for it. £500 was what I saw. I did not see Mr. McLean's money.

Heretaunga.

Complaint No. 1.

CASE No. XIII.

Karaitiana Takamoana sworn, said:

I am one of the grantees of the Heretaunga Block. There were ten grantees—Henare Tomoana, Manaena Tiri, Te Waka Kawatini, Tareha Matiaha, Apera Pahora, Paramena One One, Arihi, Noa, Huke, and myself. Myself, Te Waka, Tareha, and Manaena belong to my hapu. Henare partly belongs to our side, and partly to Arihi. I remember the land passing the Court. There was something said about the land being tied up. There had been two previous Courts, and I had objected to the land being investigated. Mr. Tanner said to Henare and me, "The others will be unable to sell; it will all rest with you." I objected to the persons named for grantees on the previous occasions. I objected to Tareha and others being put in the grant. We agreed to what Tanner said, but I told Henare to tie the land up. The Court sat in Napier; the Judge was Monro. I did not go to the Court myself. I did not hear the names mentioned. I heard afterwards from Henare that the land had passed with restrictions. Tanner was in occupation of the land under a lease. Tanner asked for a new lease when the land passed through the Court, and it was agreed to. The lease was for twenty-one years at £1,200 for ten years, and £1,500 for the rest. I do not remember where the lease was signed. I do not know whether the lease was signed at Pakowhai or Napier. All that was in the lease was explained, but I objected when it was read, because they mentioned all the land

Heretaunga.
Complaint No. 1
—*continued.*

that had been surveyed, and not that which had been previously leased by Mr. Tanner. I cannot say the acres. He had the largest portion leased. The Interpreter said not to leave the lease on one side, but to sign them to include the whole. Another reason of my objection was that there was nothing said about the land coming back at the end of the time. The Interpreter said that would be written in the lease, and when that was agreed we signed the lease that included the whole block. There was a sale by Te Waka and Tareha. After the lease we heard that Henry Parker had Waka's land; that if Te Waka died, Parker would take his place as son. Te Waka and ourselves did not come in, but we heard the Assembly at Napier had upset that arrangement. We heard the land had gone back to Te Waka. It was perhaps the Provincial Council. All we knew was that Te Waka got his land back. After that time Te Waka's and Tareha's shares were sold. This was some time after, and we heard the amount they had received. I complained in reference to that, and consider what should be done. Tanner came to me, and he went to Henare, and perhaps other Natives. Perhaps he heard Mr. Stuart wished to purchase the block. He asked me to sell the whole block, and named £12,000 as the price. I don't know if he had any one with him. He could speak sufficiently well. He was continually coming to me till I went to Wellington. Stuart was going to Wellington in the same vessel, and I heard I was not to sell. Up to the time of going to Wellington I had not sold my share. At the time of the fighting at Taupo he came up to my place at Pakowhai, with Edward Hamlin, and they told Henare, Manaena, and myself their object in coming. They continued going backwards and forwards for three days, asking us to consent to the sale of Heretaunga. The summonses had been issued for Henare's debts. Tanner was anxious to purchase the land, so that he might pay the debts. £12,000 was the price named. We were to have £2,000 for us two. When I went Henare had consented, they were sitting in another room. I was dark in consequence of his having signed. It was said Henare would be put in gaol if he did not sign. I heard that from Mr. Tanner and Mr. Hamlin. This negotiation was about Heretaunga only; the others had signed.

Chairman.] Did you know anything of Arihi's party signing?—No.

Mr. Sheehan.] What time did they remain each day? They remained till evening. Were they all that time talking about the sale of the land? Yes. I was objecting to let my share go. Henare was the person talking to them. I was objecting. Did Mr. Tanner and Mr. Hamlin speak to you in the Maori language? Tanner spoke in English; he understood a little Maori. Had you any conversation with Tanner whether you should sell? When I went outside, Hamlin came after me to consent. I had signed, but I was still objecting. Hamlin said if I consented Tanner would give me £1,000. Was this the last time you signed your name? That was the commencement; the document we signed was merely a piece of paper saying we would sell Heretaunga. They wrote it there; it was not a deed. (Copy agreement, 6th December, 1869, produced and read.) Was it like this? No. Had you and Henare received £4,000 at that time? No. Had it been paid for you? I do not know. Had you any conversation with the Interpreter as to how far you were authorized by the other grantees to sell? Nothing of the sort. How did you know the other Natives had sold previously? I had no knowledge in reference to the others; I heard only. (Original agreement, dated 6th December, 1869, produced.) That is the document referred to by Henare and myself. The first document I signed was not so read to me. When I signed the second document these were the words read to me. What do you recollect of the contents of the first document? It was nothing like the one signed at Pakowhai. The first one did not show that the other Natives had agreed. What did you do next, after the signing of this document? In reference to the first document, after signing, I came in to Mr. Wilson to object to the signing of mine. After this I went to Auckland. Mr. McLean asked me to come; not about this matter; I went to speak to him about Heretaunga and other matters. Did you see Mr. McLean in reference to this? I spoke to him about Heretaunga, Mangateretere, and Ohikakarewa. Mr. McLean said, Wait till Mr. Fenton comes, and then we will speak about it. The day Mr. Fenton came, they sent for Major Heaphy. Mr. McLean said Major Heaphy should come respecting mortgages and sales of land. After that I said to Mr. McLean, Would not the Government purchase Heretaunga? He asked me how much the debts were, and I asked the Government to give £3,000 to pay Henare's debts, for which he was being summoned. I understood Mr. McLean agreed to it, but it was not agreeing. I asked him twice, and he answered the same each time. When I came back, I went to my own place at Pakowhai. After your return, did Mr. Fenton and Major Heaphy come? Major Heaphy came. What then took place in reference to this block? He told us to give him the lands; it was not so done with Heretaunga, it was said to be mortgaged. Did Major Heaphy give that reason? He did. When Major Heaphy left, were matters in respect to Heretaunga the same as before he came? Yes. How were the rest of the grantees acting at this time: were they at home or in Napier? They were at their own settlement. Are you aware whether any of the grantees had been obtaining goods on their share? I do not know. What happened after Major Heaphy left? There were a number of pieces of land taken care of by Major Heaphy; after this Mr. Cuff and Martin Hamlin came. When I arrived from Auckland I remained in my own place until Cuff and Hamlin came, on account of my sadness about Heretaunga. Did Mr. Ormond come to see you? He was the first Napier man who came to me at Pakowhai. Did he speak to you about Heretaunga? I spoke to him about Heretaunga, in reference to my conversation with Mr. McLean in reference to the Government purchase of Heretaunga. I said to Mr. Ormond I had asked Mr. McLean to purchase Heretaunga for the Government; there were a number of us (Natives) present and Martyn Hamlin; Mr. Ormond said, Did Mr. McLean consent? I said, Yes; and he (Mr. McLean) said, It was well. Mr. Ormond said, McLean's agreeing was not right, the Government had not any money; that was the end of our conversation. Cuff and Hamlin came after Mr. Ormond; they came to bring the balance of the money for Heretaunga, and he came to show how the money was expended to each person in the grant. I was asked to sign a document, selling on that occasion? There was a great deal said by them; I will state what I remember. They came to show how the money was expended and the money that was left. I am not sure whether it was £1,600 or £1,060; they asked me to sign and take the balance; that would be £2,000 for me, adding in the balance. I did not sign then; they went away without obtaining my signature. I told them to go to Napier and I would come in. I did not understand what day I was to come in. The Europeans who

Heretaunga.

Complaint No. 1 —*continued.*

were purchasing Heretaunga met in Napier. I was informed by those two I have named when it came to the day of meeting. I did not come in. Two days after, I received a letter; it said, if I did not come in to Napier, my residence and all the houses at Pakowhai would be taken. I have not been able to find the letter. Who wrote that letter? Hamlin was the only person who wrote the letter, but the name of Ormond was at the bottom. I do not say it was written by Martyn Hamlin. Have you looked for the letter? I have been looking, but I have not yet finished looking for it amongst the papers. I immediately came in consequence of receiving that letter. I came in and saw Henare Tomoana, who was in town. I gave him the letter. I said, This is brought in; they are leaving Heretaunga, and are going to seize Pakowhai. I said, Now I will sign Heretaunga, that it may go. I should have been clear if I had myself been taken to prison, and I should alone suffer; but as it is, those persons who are in the Crown grant have signed without consulting me, and I will now go and get the rest of the money that is in their name. He said, That is right; the consideration is with you. I came then to Cuff's office. I found Mr. Tanner and all the others there. I said, I have come to consult about the letter; they said the letter was not true. Mr. Cuff, Mr. Tanner, Mr. Williams, and Martyn Hamlin were present; they wanted me to get the other persons who were in the Crown grant, and I said, I have come to consent. I received £100 that day. I went back to Henare, and told him I had consented to the sale, and had received £100. They said Arihi was to get £3,000; and I said, Take £1,500 for me out of it; they said they would not be able to do it without Mr. Wilson's consent. I sent a message for the other grantees, and Henare said, Do so. After that four of the grantees, with myself, came in. I signed my name, so did the others. I do not know about the others signing. Henare was living at the house in town. Paramena Oneone, Apera Pahora, Noa. Manaena, Henare, and myself were there. When did you first receive money on Heretaunga? When I received the £100. Had you received no money before? No. What was the next payment you received? When we all came in. How much did you get then? I cannot say exactly how much more it was; £1,000, and some £400 or £500 more. Did you subsequently receive any other moneys? After this Matiaha received his £1,000. I did not receive any more after the second taking. What amount was it you were told you would receive as your share of Heretaunga? £2,000. Was anything said during this time of part of the land being given back as a reserve? Yes, there was something said; Cuff, Tanner, and the others said the matter of the reserve would be left with Henare and myself. What was the promise made in respect to that? They promised it should be for Henare and myself, but it was found afterwards that it was for all the grantees; it was when there was a talk with Arihi's solicitor in reference to the land.

Mr. Maning.] Did you consider it belonged to you and Henare? Before this we thought it belonged to the whole tribe.

Mr. Sheehan.] Before you went to Auckland, did you have conversation with Ormond about this? (Deed of conveyance, dated March 22, 1870, Henare Tomana and others to Gordon and others, Heretaunga, produced.) Is that your signature? Yes. Was there any reference to the reserve in the deed of conveyance? I am not aware. Did you consider the purchasers had kept faith with you and Henare? They said Henare and I should get some one to look after the deed for us two.

Chairman.] At the time of signing, was there anything said about the boundaries or acreage in the reserve? I cannot say exactly, as there was so much talk about it. Was Karamu mentioned as a reserve at the time of the signing? Perhaps so. I cannot distinctly state. I cannot recollect all that took place; it was not a clear sale. We were in trouble. Had Karamu been a reserve all the time the land was in lease to Tanner? When the land was first leased the Karamu was divided off; that was our permanent place of residence. My house was there. It was a large piece. We surveyed it for ourselves. We did not know Tanner's survey included a portion of the reserve in the lease till after.

Mr. Sheehan.] When was the promise of a reserve first made to you? It was after the sale it was mentioned by Tanner. If the division had been made at the time of the sale, I should be clear about it now. Was anything said before the sale by Tanner and others about the Karamu Reserve? Tanner and others said we were to get a Crown grant for that land; it was to be divided off amongst the Natives, 100 acres each. What took place between Tanner and yourself in reference to that reserve? I sent a surveyor to divide it into blocks, and then I intended to apply to the Court for separate grants.

Chairman.] What sitting of the Court are you referring to? It was after Heretaunga had passed. We thought it had not been included in the first investigation. We thought the piece under lease to Tanner had only been included, and that our piece had been excluded.

Mr. Sheehan.] Afterwards had you any conversation with Tanner as to what should be done with reserve? I was informed there would be no further investigation. When was that promise made about the reserve? It was perhaps after selling. Do you not also receive in addition to the money you have had, the sum of £100? Last year I took £100. Where did that come from? It was money Tanner said was to be paid by the year. When did Mr. Tanner tell you a part of the consideration would come in this way? At the time of the selling. Do you mean when you signed the deed, or when you went and took the £100? It was when the four of us were there, the day I signed the deed. Mr. Wilson said the £2,000 for me should be mentioned in the deed. Were you to receive £2,000 more? £2,000 in addition to what I was to get for my share of the land. The other grantees were not aware of this. It was to myself alone. Was this kept secret from the other grantees? The talk was Tanner's; I only listened. What did Tanner say?* Was there an Interpreter? The Interpreter heard of this, and Mr. Cuff also. Did the Maoris know of this? No. Why did you not mention this to the other Maoris? They did not know it when Tanner mentioned; but when I did, they understood it. When was this? It was after the sale, and then I asked Tanner what Henare was to get. Was £2,000 to be paid down in cash? £1,000 was to be paid in cash, and the other £1,000 at £100 a year for ten years. Have you received the £1,000? No. Was the £100

* In several instances in this evidence the questions put are printed, although the answers do not appear in the manuscript.

a year to come out of the £2,000? I am not quite clear. Do you believe the next nine years will bring the £100 a year? I am not clear. Did you receive anything in writing about it? No.

Mr. Maning.] Have you anything to show there was such an agreement? No. What did the people understand about this promise? They said nothing. Have you ever informed your people about this? No; I only informed Henare and Manaena about it. What reply did Henare make when you asked him what he was to get? He said he was to get £1,500. Were you aware Henare had received anything over and above the £1,500? I knew he would get other money from Tanner. Did you go to Manaena? No. Did you know he was amongst the favoured few?—I heard last year, when I received my £100, Manaena was to get £50. Have you ever heard of there being any papers for the others? Perhaps I am the only one who has not any documents. Was it Tanner who promised you £2,000 in addition? Yes. Did any person tell you it was to be a smaller sum than that? No person told me, but I went to inquire. Did you see Mr. Cuff about it? Yes. What did he say? He only knew about the £100 per annum for ten years. Did you make a reply? I said, "Where is one of £1,000 disappeared to?" Before going to Auckland, did you go to Mr. Ormond? Yes. When this land was leased to Tanner, did you know whether Ormond had anything to do with it? Yes. When the lease was first given to Tanner, did you know that Mr. Ormond and the others had anything to do with the lease? Yes. What did you go and see Mr. Ormond for? I went to ask him for money, because my gig was seized by the Europeans. Was this during the same time you were pressed to sell Heretaunga? It was in the middle, nearly at the end of the asking. Who else was present? Martyn Hamlin, who was interpreter. I asked him to go with me to Ormond. Mr. Locke was away. What was the conversation? I asked Mr. Ormond to give me some money to pay for my gig, which had been taken by Europeans. I asked him to give it me out of Government money. He said there was not any. I said, Well, if you have none of the Government money, give me some of your own. He replied he had not any. I then asked Martyn Hamlin to come to an hotel to see if there was any money there. I went to the landlord, and asked for £10. I had £30. I said, You will get the money from the person who has the lease of the Waikahu. I got that money. Have you told the whole conversation between yourself and Mr. Ormond? That was all. The reason of Mr. Ormond's not giving money was in respect of Heretaunga. How do you know? Was anything said about it? Nothing was said about it; but it was my own thought, because he had never refused before.

Karaitiana Takamoana—Examination in chief resumed.

Mr. Sheehan.] During the time you were pressed to sell the block, was any pressure brought to bear upon you by your creditors? Yes. Summonses were issued against me. What are the names of the creditors who summoned you? Knowles and Sutton; those are the only two who summoned me. On what occasion were these summonses served? When I went to Auckland. How long before you went on board the vessel? The same day I went. What amounts were they for? They were for large sums. About how much? About £100 each. I don't know how much more. Was Mr. Tanner and others at this time making inquiries what your creditors were? I thought at that time they were doing so. Why did you think so? Because Tanner was very strong to get me to sell. When you went to Wellington with Mr. Stuart, who told you not to take money from Stuart? Mr. McLean told Henare and myself.

Chairman.] Did Henare go with you? Yes. State the words of the conversation with McLean, in which he gave you that advice? Henare and I desired McLean to give us money. He said Tanner and Ormond had told him we had been taking money from Stuart. He said, "Do not take money from Stuart; if you want any money come to me here, and I will give it you." Did you say Tanner and Ormond said this? Mr. McLean said Tanner and Ormond had told him we had been taking money from Stuart. Have you seen the vouchers put in? (Vouchers produced.) Yes. Have you at any time received a statement of accounts from the purchasers similar to the one now produced? A document was shown to me. Was it a document similar to the one now produced? Yes. Was it shown to you or left in your possession? It was shown by the purchasers. What is to become of the £1,000 at the end of ten years? I would get the body of the money after the ten years.

Mr. Tanner.] Was not the occasion of your being summoned your attempting to go to Auckland? No, it was when I went. Did you not put off your going when you received the summons? No, there was no occasion of my attempting to go to Auckland and not going, or of being summoned. Did you not meet me at the toll-gate, and I asked you why you did not go? Te Heu Heu was going. I remained, and went afterwards. Did you not tell me you were resolved to see the debts paid off, as you would not go with a load on your back? I do not remember if it was at the time of my going to Auckland. This took place at the toll-gate at Mr. Murray's. Don't you remember meeting me there? I am not quite clear about it. Did I not ask you to have a meeting of the Natives at Pakowhai in reference to the sale of Te Heretaunga? I am not clear about that. When did I say that? When the talk of selling Heretaunga began, did I not call you to have a meeting of the Natives at Pakowhai about the sale? Perhaps that is so; I am not quite clear about it. Do you not recollect my asking you what you proposed doing to pay off your debts? Those words took place on some occasion that I met you. We met frequently. Did you not reply, We must either sell Heretaunga, or some other block of sufficient size, to pay off the debts? Yes; I did say so frequently, but did not name Heretaunga. Do you recollect saying you would go to Pakowhai and talk it over with Henare and the others? I said that. Do you remember what I replied? Will you say what you said? Did I not say, If you make up your mind to sell Heretaunga to let me know? Yes, you said so. Those are words of yours. On your return, did you not send for Paramena, Apera Pahora, Noa, and several others, and have a discussion about Heretaunga? What time do you refer to?

Chairman.] How long was the interval between Te Heu Heu's going away and yours? About a week.

Mr. Tanner.] During that week, was there not a *hui-hui* at Pakowhai? I do not know. I had no meeting with Noa and others. Did not these people—Apera Pahora, Paramena, and Noa—have a

Heretaunga.
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Complaint No. 1
—continued.

meeting with you some time or other before agreeing to the sale? I do not remember, but perhaps they had. Did they not meet you at Pakowhai, and leave with you the question of selling or not? I do not know of that at all. Did not Paramena and Apera leave the question of sale with you? I do not know of that. Had you any discussion with the other grantees about the sale of Heretaunga? Is it after Te Heu Heu's departure that you mean? Yes. I am not aware. I did not hear it after. Was it before then?—I do not know. Do you recollect Paramena and Pahora coming to Pakowhai? I am not aware of having sent for them. Did they come? I am not aware. If you were present you can speak of it. Did you never have a discussion with Paramena and Apera Pahora about the sale? They were not near me to talk on that subject. We were not friendly. When was the consent of the grantees known, as stated by you yesterday? It was after I went to Auckland. You went round to each of the grantees to ask them to sign singly, when I was in Auckland, to get Henare to sign another document than the one I signed. There was no meeting in respect to the sale; you went with your interpreter to each of the Natives. Was not that agreement to sell made before going to Auckland? I spoke of that yesterday. On whose behalf did you sign that agreement to sell? The reason Henare and I signed was because of the threats of his being imprisoned. It was not a consent of the other grantees. Was it known at the time of the second signing that the consent of the grantees had been obtained? Where was it signed—(Agreement 6th December, 1869)?—How could I know?

Chairman.] Where did Apera and Paramena live? At the Pakipaki. Where did Noa live? At Owhiti; it is a long way from my place. How far? About ten miles from Pakowhai. Where does Arihi live? Waipukurau is her place; but who is to know where she is.

Mr. Tanner.] Did you send for me to go to Pakowhai about the sale of Heretaunga? No; I had nothing to say about the sale of Heretaunga. I do not know of those words that we were first to discuss, and then send for you. Did you not send for Mr. Edward Hamlin and myself to talk of Heretaunga? I am not aware of sending. You came up of you own account. Did I not say I was contented with my lease, and if you wanted to sell you must let me know? It was only with you. I had nothing to do with the sale. Do you remember saying on one occasion, If I do sell it will be because it had been broken into by Waka and Tareha's sale?

Chairman.] Do you remember speaking to Tanner and saying the *mana* had been broken into? My saying was that the land should not go by their selling. We would upset the sale by Waka and Tareha.

Mr. Tanner.] Did you agree to the sale of Heretaunga? I consented when you came, when Henare and I signed. Don't talk of any other words. Selling—talk about that. When you consented, did you know the others would consent? I don't know; the reason of my signing was the document showing Henare's debts. Was that the first time you were aware of Henare's debts? Not till you showed me the accounts you were always talking about then. Did any one else tell you of the debts? You were wanting to buy Heretaunga, and you were always showing the debts, but not what we were to get. Had not Henare told you about his debts? Were you aware there was a writ issued against Henare on that occasion? Yes; I was aware. Was it before or after the talk of Heretaunga? There was no period when you were coming about Heretaunga. Was it before the document was signed? I don't know; let Henare speak. Did you not press me to allow your share to stand out, and be a joint proprietor with ourselves? I said that my share should not go with Henare's sale. Did you not say the others might sell if they liked? When you explained about the debts they owed I said, Let it be so, that is their business. Did you understand the others were willing to sell? I did not know. When did you first know of Paramena's and Pahora's consent to sell? When they came into town and saw the documents that were signed. Do you remember when Mr. Hamlin was there, his allotting the different portions to each on the occasion of the agreement being signed? I did do that, but not before the document was signed. It was when I came in and inquired what each person was to get. Did you agree to the amounts being apportioned on the occasion the agreement was signed? No. Where was the division made? At Mr. Cuff's office. Was not that final? Did you not take up the balance of the purchase money from the table, and say you would appropriate it to your own use? Yes. It was on the same occasion I asked what each person was to get. Each person's share was arranged. Of whom did you ask the question what each person was to get? I asked those who were in the room; they were all sitting at the table. Who was the Interpreter? Martyn Hamlin. Why did you ask what each person was to get when you stated that the shares had been arranged? Who replied when you asked what each person was to get? Mr. Williams was the person who spoke to me. What did he say? He showed me the amount each person was to get. Do you recollect what the amounts were? No. Did you not tell Mr. Williams and myself not to have any discussion about the money, as you intended to appropriate the balance to your own use? I inquired what each person was owing. Did you make the inquiry privately? I asked this question, the other grantees not being present. Do you not remember Mr. Edward Hamlin and myself sitting on the floor of your house at Pakowhai, and with pencil and paper going into the amount each person was to get? Perhaps there was that talk. I was not at that talk arranging what each was to get. Were you not sitting on the floor talking to us? I remember sitting in the house, but not about arranging about the matter. Did you not say the fair portion of each party out of Heretaunga should be £1,000? I did not say that. Do you recollect the arrangement of £2,000 each to be given to you and Henare out of the sale of Heretaunga? You said at Pakowhai I was to get £1,000 for my share. Did you agree to that? No. Did you agree to get £2,000? I was not agreeing; it was you who said that.

Chairman.] Before you signed this did you know what you were to get for your share? I heard Mr. Tanner say each person was to get £1,000, and also £2,000 for myself. The agreement says the purchase money was to be £13,500; do you remember that? No.

Mr. Tanner.] Did you sign that document without it being read over (Agreement read)? The words were different to these. If the words had been the same to the whole of us we would not have signed. If £3,000 had been given to you, how was the other to be divided? I was not speaking my own words; you said these things to me.

Chairman.] Was not the total purchase money mentioned to you when you signed the agreement at Pakowhai? I am not clear about it. What did you think the whole purchase money was to be? £12,000 was the amount named by Mr. Tanner.

Mr. Tanner.] Was not that the amount named in the first agreement, and which was not signed? I don't know anything of another document. As you signed the second document, did you agree to the terms of it? I objected directly after I signed. Did you not agree in consideration of the amount being increased in the second amount? I merely signed. Do you not recollect claiming £1,000 as the share of Matiaha? Yes. Was that not when Mr. Hamlin and myself were at Pakowhai? It was when I came into town. Did you not mention that Paramena and Pahora were to get £1,000? I did not say that. Was there no discussion at Pakowhai as to what Arihi should get? Perhaps that was the talk with Henare. I am not aware. Did you not, according to your own thought, allot the share to each person? No. What did you understand was to be the distribution to each person? I don't know of those thoughts. Had it never occurred to you? No. How much was Arihi to have out of the purchase money of the Heretaunga? I said to you in Napier £1,000. I mean at Pakowhai? I did not speak at Pakowhai about it. Do you not remember that on allotting the £1,000 to each of the grantees, there was £2,000 over, which you and Henare said you would appropriate? That was not done at Pakowhai. What was the discussion for the three days at Pakowhai? Your request to buy Heretaunga. Was that all I said? Your conversation was that, and about the division of the money and the debts. Did you say nothing? I said nothing, but went into another room. Did you not have long conversations with me each day about the division of the money? I am not aware I was the person you really talked with. Would you have signed an agreement without a great deal of talk? I have no answer for that.

Chairman.] Was not this the first division made? It was so, but I did not say so. Did you agree to it? That was the amount; but I did not make any arrangement. Was there not a mortgage on Heretaunga? Yes. How much was it for? £1,500. Were you not satisfied with the £12,000 as a price? Not at Pakowhai. I did not agree there. Did not you ask that the £1,500 should be put on in addition, to pay off the mortgage? I did not make use of those words at Pakowhai. The agreement says £13,500. How was that sum arrived at? All I did was to sign. Henare had all the discussion. Do you remember leaving Hamlin and myself discussing about Henare's troubles? Yes, I remember that. When you came back to the room, were you not shown that Henare had signed? Yes. Was it not explained at the same time the arrangement made with Henare? Yes. Do you know what that was? All I had to do was to sign. Did you not first take the pen in your hand, and then throw it down and leave the room? That was after my signing. Did you not know Henare's condition of signing: he was to get £150 for ten years? I was not aware of that then. Did I not follow you out on the verandah, and ask your reason for not signing? I had signed then. Did you not say the cause of your objection was because you did not get the same as Henare, and that you might have given us a great deal of trouble? No. Did you not ask £1,000? No. Was there any promise? When I went out you asked me to have it. Did you receive it? No. Why did you refuse the £1,000 after signing? I did not wish to sell. Why did you sign? I merely signed after Henare; they were always saying Henare would be in trouble. Did you not say you were going to Auckland to get a higher bid for Heretaunga? I did not say that. Did you not say that nothing but Heretaunga would be large enough to pay your debts? I did say so; my thoughts were to sell some other land. When were you first made aware Henare was to receive £150 for ten years? When we came into Napier; when I consented to sign the deed I heard you talking of it. When did you first hear it was agreed to give you £100 for ten years? You had mentioned it a long time. When was it first promised to you? When Mr. Cuff and Martyn Hamlin came to Pakowhai it was finally settled. Was it not at the time of the first signing it was agreed? Yes, you said so. Was it not at the same time arranged that Henare was to get £150 a year? I do not remember. Was it not a recommendation of Mr. Cuff and myself that the whole block should be included in the sale, so that we might reconvey the reserve to be tied up to prevent alienation? Yes, I know of those words. Did you not say you wished it cut up into 100-acre blocks, so that the other members of the tribe should have small farms? Yes, that was before the sale. Did you not say that unless it was so done you would have all the tribe on your paddock at Pakowhai, and you would not be able to support them? No. Did you not wish to make the Karamu Reserve inalienable, to prevent the small farmers selling it? Yes, I asked it to be made inalienable. Did you not say you wished it to be done to prevent the Natives selling the land? Yes. Why did you say yesterday the reserve was to be a present given to yourself and Henare alone? You made different arrangements. What arrangements did I make? You surveyed it. Was this arrangement given up by which the hapu was to have Karamu inalienable? This talk was before.

Mr. Tanner.] Did you not wish to have the reserve conveyed to you and Henare as trustees for the hapu? Yes. Did we not say we saw no objection if the others would consent? Yes. Were you not aware that Mr. Wilson and P. Russell, trustees for Arihi, refused to allow Karaitiana and Henare to be the trustees? Those were the words. Who were the trustees appointed? Mr. Locke and Mr Williams. Did you not consent? I asked for them to be trustees.

Karaitiana recalled.

Mr. Tanner.] Are you not aware you are receiving your annuities from the Government? Yes. Why did you state it was not secured to you at all? Did you not state the body of the £1,000 would return to you after ten years? Yes. Was it not explained that you were to get £1,000 in instalments? I am not clear. Did I not explain that the reason was because Henare was extravagant? I do not know. Who asked you about that? It was my own idea.

Mr. Ormond.] Did you offer to sell Heretaunga to McLean? Yes. Was it an actual sale? For him to pay the debts, and the Government to be repaid out of the rents. Were you authorized by the other grantees? No. Had not several of the grantees sold prior to this offer of McLean? Yes, I was aware of that. Did you tell McLean this? No. Did he promise you any money on

Heretaunga.

Complaint No. 1 —*continued.*

those conditions? He consented, but did not arrange any particular money. What you proposed to sell was your own interest in the lease, and what else? I desired he should pay the debts of all those people who were willing to sell. Who was with me when I saw you at Pakowhai after you came back from Auckland? One of the Hamlins; I do not know which. Did you tell me you had offered to sell to McLean? Yes. Did you tell me you had offered it for the rents? Yes. Did you ask me, as Government Agent, whether I had £3,000 to pay the debt? No. You did not ask me for that at any time? I never asked you. Why did you say I said the Government had no money for that purpose? I told you what had taken place, and you said the Government had no money. Did I not tell you I had heard nothing from Mr. McLean in reference to this matter, and I had no authority to pay the money for such purpose? Yes. How was my name at the bottom of the letter you stated you received about Heretaunga, mentioned by you yesterday? Where persons usually sign their names. You have at different times received Government business letters from me? Yes. Were they not all signed with my proper signature? Yes. How was this signed? It was your letter. Do you think the letter came from me? I thought it was your letter; the writing was not yours. Who saw it? I read to the whole of us. Was any European there? No. Did you speak to me about it? I did not show it; I came into town about it. Did you tell Mr. Tanner and Mr. Williams? No; I told Mr. Cuff. Who was present when you told Cuff? He had an interpreter, Martyn Hamlin, who said it was untrue. Was any one else there? I do not know. Did you say at that time from whom the letter came? I said Mr. Ormond. Did you show the letter? No. Where was the application made for the money to pay for your gig? It was in your office. Who was the interpreter on that occasion? Martyn Hamlin. What did I reply when you asked me for the money? The Government had no money. Was Heretaunga mentioned by me on that occasion? No; I had my own idea of the reason you refused. Have I ever had any communication with you at any time respecting Heretaunga? No.

Mr. Maning.] Who delivered that letter to you? I do not know.

Mr. Sheehan.] Did you ever send for Paramena or Pahora about the sale before the sale? No. After you received money did you send for them? Yes; when we came into Napier I fetched them, that all might sign together. Did you ever send for Tanner respecting the sale of Heretaunga? No. On all these occasions Tanner came of his own accord? It was his own doing; I did not ask him. Did Mr. Tanner and Mr. Williams consent to there being no discussion about the balance in presence of the other grantees? I said I myself would inform them of the money I was taking. Tanner and Williams did consent. Did you take the balance of the money? Yes; they gave it to me. Did you not have large discussion for three days with Tanner and others? Yes. Was it about the division of the purchase money? No. What was the discussion about? All I know is about Heretaunga, that I might consent to it being sold. Through whom did you become aware about the £1,000 being arranged into an annuity? From Tanner. From any other persons? He was the only person to speak to me. Was there not something said about the Karamu Reserve at the time you came to sell? Yes. By whom was it said? We went into another room. Who? Tanner and Williams. What was said there? Making that land in our two names. Who said this? We two asked about it, and that is what they said. What were the exact words, as near as you can recollect? That our names were to be placed on that land according to some European rule or law. Was anything said about the matter not being made known to the others? They said it was to be placed in trust for us. Who was to have the use of it? The persons who were to look after it were Mr. Locke and Mr. Williams. Were you given to understand it was to be private property or to be for the hapu? It was to be in our names, but for the whole of the hapu of us two. Was anything said about this matter being kept secret from the others? Yes. By whom? By Tanner and Williams.

Chairman.] Are Paramena and Pahora of your hapu? No.

Mr. Tanner.] Were you aware at any time of Paramena and Pahora ever coming without being sent? I am not aware. Were they at Pakowhai when Hamlin and myself went out three days successively? No. Were they there just before? I do not know. What places did I go to besides Pakowhai? I presume you went to the different persons; they were not all written at once. What was not all written at once? I mean we were not all together. To what places did I go? Pakipaki was where some of the people lived. Do you know I went to Pakipaki? I cannot say; I thought so. What did Mr. Williams and myself say about keeping the matter of the reserve secret from the others? You said not to tell the others. Was it not your own arrangement about Henare and yourself? Yes. Was it not your own wish? Yes; that it might not be eaten up by the other persons in the Crown grant. Has not the arrangement been carried out, the land surveyed into 100-acre blocks, and your people settled on it? Yes. That was your intention and wish? I wanted Crown grants for each person.

Henare Tomoana sworn, said:—

Mr. Sheehan.] Was not the land leased to Tanner before it was put through the Court? Yes. State the circumstances of the land being put through the Court. At the first Court the Crown grant was not obtained; it was not finished at the second Court. Why did the application fall through on those occasions? Because I did not agree to some of those persons in the grant. Who were the persons you objected to? Tareha, Te Koko, Paramena, and Arihi. At the time of the second hearing Tanner asked Karaitiana and myself to allow Tareha's name not to be put in, and it was not agreed to. Do you know what Tanner was so anxious about? He said, Consent to him; the authority of Tareha would be very small. I do not know why he was anxious. I explained my reason. I was afraid if Tareha's name was put in the grant he would sell. What took place at the third hearing? It was finished satisfactorily. When the Crown grant was finished, I stood up to speak. On what subject? I asked the Court to make the land inalienable. It said it would not be able. If this was the finishing of your lands (it said), we should be able. The Court did not consent. How did you agree about the grantees? When the Crown grant was ordered, the Court told us to go outside to arrange whose names should be in the Crown grant. We went outside, and we perhaps were one hundred persons present, and out of those we selected the persons. Myself, I was

to look after my hapus, Ngaitimihiroa, Ngatingarara, Ngatikaiota. Arihi was the next grantee; her hapus, Ngaiterehunga and Ngaitimihiroa. Tareha was next; his hapu was Ngaitukuaterangi. Karaitiana was next; his hapu was Ngatihuri. Te Waka Kawatini was next; his hapu was Ngatihinemoia. Manaena was next; his hapus were Ngatinaha, Ngatikaiwai, Ngaitaraia. Next came Paramena; hapu, Ngaterua. Pahao was next; his hapu was Ngatipapatuamaro. Noa Huke; hapus, Ngatihinemanui, Ngatiteupokoiri. Matiaha next; Ngatikohuru. These hapus were all written down by me, the same as I have stated. Those names were agreed to. After that there was a lease to Tanner. State how the first lease was given to Tanner. I had not seen this European before. I did not know him till he came to speak about Heretaunga. He said to me, Who has the *tikanga* of Heretaunga. He said, Are you not willing to let me have the land? I said, If you will give me guns I will agree. He said, How many do you want? I said, Two guns and a racehorse belonging to the Bishop's son. He said he would give me the two guns and the racehorse; and I said, You must give it for my consenting. He agreed. I held on to his consent, and he went back to Ruataniwha. I pointed out the boundaries when he came to agree, some months after, with Karaitiana and myself. It was agreed he should have the land. He said he was to be our parent, and we his children. After this we talked about the price of the land. The money I heard about the lease was £700. I am not quite clear. The boundaries of the land to be leased were pointed out by Manaena and myself. Was the land to be leased to Tanner to be larger or smaller than the one after the land passed the Court? Smaller; the second lease took all the block. The land excluded was the Karamu Reserve and another piece. When the new lease was read at Pakowhai, Karaitiana objected; Edward Hamlin read it. He objected because it did not say at the end of twenty-one years the land would go back. It was then said it would be written, but it was not. We consented on the understanding that was to be added—myself, Noa, Paramena, Karaitiana, and Pahora; those were all who were present. You understood the rent and the term was the same as "Karaitiana's" evidence? Yes. At that time the rents that were due were paid? Yes. Do you remember, some time after, giving a mortgage over the block? It was previous to the leases being signed. What was the amount of the mortgage? £1,500. For what purposes was it borrowed? It was to pay for goods. Did any of that include the cost of fencing the reserve? Yes. After that did you hear any talk about selling Heretaunga? Yes. Was this the first time? Yes; I had not heard before. From whom did you hear it? Tanner, at Pakowhai. Was he alone? He had Mr. Edward Hamlin, his interpreter. Was he sent for by you? No; the coming was their own. What persons were present? There was myself, Karaitiana, Paramena, and Pahora. What was said by Tanner as the reason of his coming there? He said, I have come to you respecting the sale of Pahora's share. For what purpose had he come to you about that arrangement? I thought he wished Karaitiana and myself to consent. State the conversation that took place? He said, I have to ask you to agree to the selling of Pahora's share; the money for Paramena and Pahora was to be £700. £300 was taken to pay for their debts. I inquired of Paramena and Pahora if their debts were right. Pahora said No; he said his debts were £27. That was all that was said. We did not consent to the request that Pahora's share should be sold, and the Europeans went away. What was the next event that occurred? The next was hearing of Stuart's desiring to purchase. Mr. Tanner told me not to consent to Stuart's purchasing. We had heard Stuart was anxious to purchase. Mr. Tanner informed us. Did you ever see Stuart? After Tanner told me, I saw Mr. Stuart. He met me in town, and took me into the room of the hotel where he was staying. He said, Would you not like to sell your share of Heretaunga. I said I would not consent. Did he name any sum? Yes; he did not mention it for myself, but he said £12,000 for the whole block, and I refused the price offered, and I went home. I do not know how many days or weeks afterwards the Government asked us to go to Wellington to see the Queen's son. Did you go to Wellington? Yes. Had you any conversation with Tanner before you went? Mr. Tanner said, If Stuart offers you any money do not take it. Was Stuart going in the same vessel? Yes. Was that all Tanner said? He said Mr. Ormond had said that Mr. McLean would give us some money if we wanted it at Wellington. Did you see any person in Wellington in reference to Heretaunga? Yes. Who? Mr. McLean; and he said if we required any money he would give it us. What did Mr. McLean say? He said, Has Stuart given you any money? I have the money if you want it. If Stuart offers you any, do not take it; I have the money for you two. I said I would not consent to the talk of that European. That talk ended then, and on another we got some money from McLean.

Chairman.] Was that money charged against the rent or sale of Heretaunga? It was charged against the rent. How much money did you get? I do not know whether it was £40 or £60 for the two of us.

Mr. Sheehan.] Was that all that was said? Nothing further was said about Heretaunga, and we returned to Hawke's Bay. After your return from Wellington what was the next talk about Heretaunga? Tanner's purchase. State from the beginning. Tanner came up from Pakowhai, and asked me to sell Heretaunga. He had his interpreter, Mr. E. Hamlin, with him. Who else did they see besides you? They came to Karaitiana's house. I was sent for, and found Karaitiana with them. They said, Let Heretaunga be sold. I said I would not consent to sell. He said, What is to be done about your debts? I said, Leave it to me; I have plenty of Crown grants by which I can pay my debts. He said, The only land by which you can settle your debts is Heretaunga. I said, Let the persons to whom I am indebted speak of those debts; the persons whom I am indebted to are doing nothing; you are the person who is always speaking about them. I got angry, and left them at Karaitiana's, and went away on the second day. Tanner and his interpreter came again—Edward Hamlin, who is the person who is strong to talk to the Maoris. They spoke again about selling, to myself, Karaitiana, Manaena, and Karaitiana's wife. Did Karaitiana remain present when this conversation took place? No, he went into the kitchen. He heard the object was to sell. Karaitiana said, You talk to the Europeans respecting their business; I am not able to talk to them. Manaena then got up and went outside. I said to Mr. Tanner, I have three words to say to you respecting this talk. I said, If you will consent for £12,000 for me, I will agree. If you agree to give me 5,000 acres, I will consent to sell. £12,000 and 5000 acres. Was that for yourself? The £12,000 was for myself, and the 5,000 acres for the hapu.

Heretaunga.

Complaint No. 1. —*continued.*

When I mentioned that sum he laughed, because I had asked too much. When he laughed I was angry and went out. The reason I named such a sum was I did not wish to sell. When I went outside he came after me and wanted to talk, but I said I would not agree; it was then he said, What about your debts? I said, You are the only person speaking about them. I left Tanner at Karaitiana's house, and went to my own, and did not return. His third visit was also about selling. He said to me, I have the account of your debts; I am the person who is holding back the summons. Karaitiana still said I was to talk to the Europeans, he was not at all able to talk to them. I said to Mr. Tanner, What I have to say to you to-day is similar to the other day. I said, You must give me £10,000 for myself alone, and 5,000 acres for myself and tribe, and then I will agree to sell. He then said they would not be strong enough to do that. He would not be able to consent to the 5,000 acres; all he could agree to was the portion arranged to be left at the time of the lease. He said, The only money I will agree to give you is £3,000. I said, If that is the amount for me, it will not be enough to pay the debts. Karaitiana was not in the room; there were only the two Europeans and myself. I asked him how much my debts were; he said £1,000 to Sutton, and he mentioned others; I do not remember the names of the others. I said it was useless my taking £3,000, it would not be sufficient. I then said, You must consent; let it be £6,000. He said, Yes. I will consent to £6,000. I said he was not to take the money of the mortgage out of that, let that go when the land was sold. He agreed not to include the money for the mortgage in that. That was for myself only. When I arranged about the £6,000, there was land also mentioned, the Karamu, the piece that was excluded from the lease. I asked before for 150 acres. When Rich died, and Tanner took the land, I asked him for those acres, and he agreed. That was the acreage when the land was leased, and I asked for that and another 150 acres outside the Karamu at the time it was sold. He consented to the 300 acres. He agreed to give 100 acres back which he had under lease. I asked him to place my son's name on the 100 acres; he agreed to that. 100 acres were for my son, and 200 for myself. When he agreed to give me the £6,000, he said he would not pay it all at once. He said £1,500 was to be paid in yearly instalments of £150 each; at the end of ten years the money would be gone, and there would be no more paid. He was to give £4,500 when the rest of the money was paid. That was agreed to by Tanner, and I asked for the money for Karaitiana. I said, How much was Karaitiana to get? He said £3,000. I said it was not right; we should both have the same. We contended about that. I asked for the same for Karaitiana. He agreed for Karaitiana to have £6,000. He asked me to sign, and I consented, and signed the document that has been shown to Karaitiana. (Agreement for sale produced.) What is this agreement about? It was for Karaitiana and myself to sell Heretaunga. I object to the statement that the £13,000 was for all the grantees; it was for Karaitiana and myself—£6,000 for Karaitiana, £6,000 for myself, and £1,500 for the mortgage. Did you understand £4,000 had already been paid? It was not so interpreted that £4,000 had been paid. Had you heard before this that Waka and Tareha had sold? I was aware Tareha had sold. Was it interpreted that any of the money had been paid? No; Tanner had shown before this that each person in the grant was to get £1,000. Had Tanner previous to this spoken to you about the money to each man? Yes; £1,000 to each. Can you recollect what Tanner said? I asked him what each person was to get, and he said £1,000. The agreement produced, is that like the one you signed? It is the same document. Was it interpreted to you the same then as it is now? No; there was nothing about £4,000 in it. Did Karaitiana come in the room when it was being signed? I went for him; it was then read again, but those words about the £4,000 were not mentioned. Did Karaitiana sign then? Yes. While they were speaking about the money, was Karaitiana present? No. If Karaitiana had taken part in these conversations, would you have seen him? Yes; if he had been there he would have spoken. Did you bargain for any other persons? No; the reason of my arranging Karaitiana's money was, he was very strong in opposition to selling. Were you quite clear this bargain was only for Karaitiana and yourself? Yes. Did you lead Tanner or any one else to believe you were making this bargain for any one else? No. Did you or Karaitiana state you were authorized to make this bargain? No; if that had been so, why did Manaena go out. Tanner did not want the others to know; he said it would not be well for the others to be in, in case they might hear our talk. What did Karaitiana do after signing? Karaitiana said, It is all right now; you have got the land. I went outside then. What did Tanner and Hamlin do after getting the signatures? Mr. Hamlin told me there was an arrangement made for Karaitiana about money after the Europeans returned. What did you do next? I did nothing after this. Karaitiana did the work; he objected to this document. He told us who were in the grant and those who were not in it. How soon was this after the signing? It was in December, and his anger ceased about March. Karaitiana told us this perhaps two days after the signing. What did Karaitiani do? He was talking about it, and continuing till he went to Auckland. When he came here on his way to Auckland, he instructed Mr. Wilson, solicitor, to try and get the document back. Do you remember Karaitiana going to Auckland? Yes. Did he inform you whether any of his business related to Heretaunga? Yes; he told me two things. He had appointed Mr. Wilson to take his name out of the document, and he would ask the Government for money to pay my debts. Before he went, or afterwards? I was aware before he went. Do you recollect Karaitiana returning from Auckland? Yes. After his return from Auckland, what was the next thing you were concerned in? When Karaitiana came back, the rest of us had signed the deed. After Karaitiana's return, up to March, 1870, you have said Karaitiana was still opposed to the sale? That was the time; it was in March he agreed, and took the money. That was the first time he said he had agreed. Did he tell you why he had agreed? He said his reason was because of the document sent to him of Mr. Ormond's about seizing Pakowhai. Can you recollect what Karaitiana said to you? When he came in he said, I have a letter; and he gave it to me.

8th March, 1873.

Henare Tomoana—Examination in chief resumed.

Mr. Sheehan.] As to the letter from Mr. Ormond said to have been received by Karaitiana: Was it in town or at Pakowhai that you saw Karaitiana with the letter? At the Maori Club. Did you see the letter? He gave it to me. Did Karaitiana tell you what he proposed to do when he had

Heretaunga.

Complaint No. 1 —*continued.*

received the letter? He said that it was on account of that letter that he consented to sell. Was not this after Karaitiana's return from Auckland? Yes. Between the time of Karaitiana's going to Auckland and his return, did anything take place with reference to the sale? Yes. What was the first thing? Mr. Tanner's coming for me to sign the document—coming up to Pakowhai. Was Tanner alone? Only Mr. Tanner. What took place then? I said I could not consent. He then left. He came again alone, and asked me to sign an agreement to sell. I said I would not consent. Karaitiana was absent. Mr. Tanner said Karaitiana would be wrong. He said, If you and Karaitiana took that document into the Supreme Court, the Court would decide the correctness of your having signed. He said that he would not pay the £1,000—the £1,000 which he said was to be paid during ten years. That was all we said on that occasion. I said, Never mind; wait till Karaitiana returns. Did Tanner come again a third time? Yes. Alone? With Mr. F. E. Hamlin. What was the object of their coming? For me to consent to sign. Hamlin said, Why are you delaying signing your name? your consent has been long given. I replied, The absence of Karaitiana; if he were here and consented, I would sign. He said that Karaitiana would be really wrong. It could be left to the Supreme Court to decide, and he would not get the money—the same money that I mentioned before. He said, You will be taken to gaol for your debts; I am the person who is holding the debts back. I said to him, My creditors have not been to me talking that way; you are the only person continually speaking to me about my debts. They returned. On another day I came in here. I saw Mr. Cuff. He said, At 12 o'clock to-morrow come to my house—not his office, his residence at Waitangi. I said to him, For what? He said, To show you some way of securing yourself from your debts. At 11 o'clock next day I went to Mr. Cuff's; it was getting on to 12. I had been there a long time when Tanner, Hamlin, and Cuff arrived from Napier. They found me sitting on the sofa. When I saw Mr. Tanner coming in, I knew that what the Pakeha had said was deception—that Mr. Cuff had said when he told me he would show me a way to get out of my debts. Mr. Tanner, Mr. Cuff, and Hamlin came in. I then ran to the door; I wanted to get away. Hamlin then went to the door, and prevented me from going out. We pushed each other at the door. Tanner said, What do you want to go for; our table is good. I said, You are deceiving me. Tanner said, You must remain quiet, and not go. Hamlin was holding on to the lock of the door, and I was still pushing him away. His hand was strong to hold on, and mine was to push away. I then saw the door leading to the kitchen. I went towards that door. Tanner perceived I was going to that door, and went in front of me to the door. I said, If you desire to quarrel, I shall get the worst of it, but one of you will be killed in reality. Mr. Tanner clapped me on the shoulder and said, That was not a chief's work to talk in that way; it was a foolish man's. I remained. Mr. Cuff asked me if I would have a glass of wine, and I said No. The dinner was laid at that time. They alone partook of it; I did not eat. I had some fear on account of our previous contention. They asked me to have something to eat. I said No. Mr. Tanner told me not to be sad. They produced the agreement which they wanted me to sign. They asked me to sign, but I could not consent. I did not speak. It was 4 o'clock when I agreed to sign the document. I wished to get out before, but they would not allow me. At that time I had not partaken of anything; I was in fear. After I had signed that document, another document was produced—a document for me to consent to Tanner's giving Sutton £1,000. It was a document of mine, but they were the writers. [Voucher No. 8 produced.] That is the document. What next took place? I went to Pakowhai. When I got there, I told Manaena that I was killed (*mate*). I told Manaena to wait till Karaitiana came before he signed his name. That was all the work that was done respecting myself.

Chairman.] Were the documents you signed at Cuff's read over and explained to you before you signed? Yes. I did not listen, because I was vexed. Mr. F. E. Hamlin read them. I recollect Karaitiana's return from Auckland. I told him what I had done the same day he landed, when he came to Matahiwi. When I told Karaitiana, he was sad; he knew Heretaunga had gone. Did Karaitiana remain at his settlement, or did he come into town? He did not come in. The Europeans asked the reason of Karaitiana's not coming in. Perhaps he thinks he will keep Heretaunga. The next thing is Karaitiana's getting the £100. Was that when Karaitiana showed the letter? Yes. Did you take any money when you signed at Cuff's house? I do not know. Was any money offered? No. Did you sign more than one order? Only Sutton's; that was the only order signed at Cuff's. Between the time of Karaitiana's arriving and your signing the order, did you sign others? Yes. What happened after Karaitiana had taken the £100? After he received the £100 he came to the Club and informed me of it; he had asked for Arihi's money to be divided, and it had not been agreed to. That was all he said, and he went to Pakowhai. Was anything said about the other witnesses being sent for? He said, on his return, Noa and the others would be fetched, that they might come in and sign. In the morning they came in. They went first to my residence, and from there to Cuff's; myself, Karaitiana, Manaena, Noa, Paramena, and Pahora. I saw Cuff, Tanner, Martyn Hamlin, and Mr. James Williams. What was said first was, that all my money had gone to pay my debts; that was after we signed. They explained how the share of each person was expended. I don't know how much remained. The only money remaining was the lease. It was shown that some of the money for the rent remained. The money I explained as being expended was not Karaitiana and Matiaha's, but the others'. Mr. Tanner said for myself and Karaitiana to go into a back room. He was with Mr. Williams. Mr. Martyn Hamlin was there. They were going to explain about the division of Karamu. Tanner said, The reason of my coming in here is that the other people shall not hear our talk respecting Karamu; is it to be given back to the whole of you, or to whom? That was the question put to us. My thought is that it be given back to you two. This is not according to law, but it was according to Maori custom. If it was according to law, all the persons in the grant would be interested. Let you two be appointed to look after the land, so that the other persons be not included. He was to name the persons to be trustees. Tanner mentioned Mr. Locke and Williams. Karaitiana and I agreed. At the end of the conversation I said it would not be right for all the persons in the grant to be included; that land was ours only, and not belonging to all the persons in the grant. I said, not ours alone, but Manaena's also, but for all our

Heretaunga.

Complaint No. 1. —*continued.*

tribe. I then heard that land had been included in the other grant. I did not include Noa, Tareha, Paramena, Pahora, nor Arihi. We included Te Waka. That was the end of the conversation. Do you recollect going again to ask for your money to Cuff's office? Yes. Tanner said it was all expended. He was there; this was the second day. Were you shown how it was gone? He said it had gone to pay my debts, and some still remained; he was not able to pay them all; £800 of debts remained unpaid. I asked at that time for all the accounts of the different people. They said their words were correct. They were not shown. I said, Make clear all the accounts, so that I may see how it has been expended. Did you see any vouchers to make clear what had been paid? No. If they had applied again, you had nothing to show? Immediately after this, I was summoned by a person whose debts were paid. I was taken to Court for that debt, and I was continually asking Tanner to furnish the account. Had you up to this time received any information of the existence of the documents or your right to it? There was no writing whatever. It was only talk from Tanner. Up to this time have you received any documents or accounts? No. Have you received a payment of the annuity? Yes; I have taken it for two or three years.

Mr. Maning.] How did the summons end? I paid it myself. It was £85. The amount I was summoned for was £85, but I only paid £12. Maney was the European. What amount of money did you receive? I do not know. I did not get any at the time we signed our names at Cuff's office. Do you know what amount has been paid to other people on account of your debts? Yes; through Mr. Tanner's intelligence. Tanner said £4,500 had all gone.

10th March, 1873.

Henare Tomoana recalled.

Mr. Tanner.] Who was Te Koko, referred to in your evidence? He was a parent of mine, a senior. Was he a chief of no influence? Was that the reason you objected? Yes; I could represent them all. Why did you object to Paramena? Formerly Paramena's party was the chief; but we defeated them, and the *mana* came to us. That is why I objected to Te Hapuku and Arihi. Had Paramena a large claim in the block? Yes, he had originally; but I took the claim away by fighting. Why did you put him in the grant afterwards? It was your advice. How did I know Paramena was to be one out of the one hundred? You knew because Paramena had none of the rents. Why did you want Arihi excluded? She had a claim; but I have already mentioned the reason. Did you consider her interest was included in your own at the time of the fighting? I have mentioned Hapuku was the chief, and all the lands were his; that land was mine. When Te Hapuku was defeated, that land came back to me, and none of his junior people had any claim. Arihi was in the position of a grandchild. When you put Arihi's name in the Crown grant, was it not that Arihi was to be under you, and not to exercise her authority? No; she was made a principal chief. Why did you only allot her £1,500 out of the purchase money? I do not know of that. How much did you give her out of the rent? £100. How much did you keep yourself? £200; there was £100 for myself, and the other £100 for my hapu. That was why Arihi got the £100. Did she always get the rent? Yes. What did you consider Arihi was to get out of the purchase money? I do not know. Did she sell before you did? I am not able to say. I did not when Alice sold. I heard of Pahora's and Tareha's selling before we did. Was Alice a party to that agreement to sale? There was nothing said of Arihi's selling. You only came to ask us to sell. Were you aware you were disposing of Arihi's interest? Were you aware that Alice's name was mentioned in the deed where the consideration was £13,500? There were no names in it. What did you sign at Cuff's house? My name. What did you write upon? A parchment deed. What was in it? I was very sad, and not able to listen. If you were in a fright, could you sign your name? It was not written in a different way. Would you know the deed if you saw it? Yes; if I saw my name, I could say whether it was the one. Did you not ask me to take the land, and I said I would look at it? No. Did I not tell you you ought to let the Government have the block? I do not remember. Had you not offered the same block to Colonel Whitmore? I do not know of any talk to Whitmore. Did you not offer it for £400 a year? I do not know. Did not Karaitiana agree? I do not know. If Karaitiana had offered it, he would have told me. Did you know Whitmore? Yes, I knew, but I had no talk with him about the block. Did not the Natives ask me to take Mangateretere West at the same time for £200 a year. No. Did you not ask me £600 a year the first time? It was somewhere between £500 or £600; perhaps that was the amount. Did you not give me to understand you were the principal chief in the matter? Yes; I told you the boundaries. Had you the consent of the others to the lease? No. Did you not tell me I was to look to you only? Yes. Was not that the reason you wished me to be a father to you? No. On what occasion was it that you said so? It was not my talk, it was yours; and you promised to instruct the young men in cavalry drill, and that you would take my son to school. Did you not ask me all these things? No. Was the land let to any one else? No. Did I not meet Mr. William Rich and yourself on the ground some few months afterwards. Yes. Did you not tell me Mr. Rich wanted a portion of the land nearest Havelock? I said Rich had a portion. When did you give Rich a portion? After I had given to you. What was the rent he was to pay? £300 a year. Was there not a dispute between us? A little. Did you not say Rich was a great friend of yours, and you could get goods and money from him whenever you came into town, and I must agree? Yes. Did I not ask you to reduce the rent in consideration of the lease to Rich? No. Did I not give the same rent as before? Yes. Did not the original reserve include a swamp where you get pigs? Yes. What was the arrangement about that swamp? That was to be excluded for our pigs; we found afterwards it was included in the lease. Is that the first or the second lease? The first; I went to show the boundaries. Are you aware the land was not surveyed at the first lease? Yes; I am aware it was not. Did I not, before the first Lands Court, go with you to point out the reserve? No; the showing was after you had the first lease. Did you not point out the reserve? It was not at the survey time we objected, and said you had stolen the place for the pigs you agreed to pay £200 a year for, taking the swamp. Did you not go out with me a second time to enlarge the boundaries towards Whaparata? You said not to speak to your friends, as they would object. Who were my friends? Mr. Williams, Mr. Gordon, Captain Russell, perhaps Henry Russell, and Purvis Russell. I did not know of Mr. Ormond then. Was this previous to the second lease? Yes. You agreed to give up the swamp

Heretaunga.
Complaint No. 1
—continued.

before the second lease, and it was agreed that portion should be included in the second? Yes. Why did you state the first lease was smaller than the second? Why did you say that was a *tahae?* My remarks were about the time before you paid the rent. Was that the only encroachment to which you referred? Yes. Before the second lease was signed did not Mr. Williams say we must increase the boundaries of the reserve, as there was a large number to be kept, and you and I rode through the fern land to the Awahou? I do not remember. Was not that hundred acres given in exchange for that inside the gate? No. Did I not sign an agreement for this exchange? No; we talked about it, there was no writing. Did we not, because the boundary could not be fenced, give the hundred acres in exchange? Peni and Karaitiana agreed. If the hundred acres had been given to my son, I should have known. What did I give Karaitiana and Peni in exchange? Perhaps £20; I do not know. Why did you say I took it? It was let for a few months, but has never been returned. Did not Karaitiana say I must give another hundred acres if I wished to improve the boundaries? Karaitiana did not say so. Are you aware you were largely in debt to the Europeans before you sold? Yes; you were the person who went to get my debts from the Europeans. Whom did I go to? Sutton. Were you not sued by Sutton before I came? Yes. What was the amount? I do not know; Mr. Ormond prevented the summons, and I went to Taupo. I do not know about his going to Sutton to stop the summons. When I came back from Taupo, Sutton asked me about the debts. You remember Karaitiana's first attempt to go to Auckland? Yes. What did Karaitiana say about his being pressed for debt? He did not say anything. Did you speak to Karaitiana about his debts? No. How did you propose to deal with your debts, that were so numerous? I said I did not wish Heretaunga to go, but Kakiraawa, Mangateretere, Kaokaoroa, or Te Mahanga; those were the places mentioned by me to pay for my debts. Did you offer them? Yes; but the smallness of the money stopped them from being sold. I did not know the smallness of the price you told me. Did you ever mention the price you were offered? No. Did you not say to me you would not have consented to the sale of Heretaunga if it had not been broken into by Tareha and Te Waka's sale? No. Did you not know there was a day appointed, after this discussion, for myself and Mr. Hamlin to go to Pakowhai? No; I do not know of any day being arranged for your coming up; but I know you came up. Who else was there? Karaitiana and his wife, and myself. Were Paramena and Pahora there? No. How long was this previous to the three days' discussion? I do not know. Had Pahora sold his interest at this time? He had sold to Stuart, and then you came and asked to have it. Pahora said Stuart was asking him to sell. Stuart had not. Did I ask Pahora to sell his share at that time? Yes; we all objected to Pahora's share. Are you aware whether Pahora had signed away his share? No. Did you not say you would not allow them to effect a sale, and it was to be left with you to sell or not? Yes. Did the Natives agree to that? I did not hear their consent; I mentioned it while they were present. Did you consider you had the right to sell? I did not know I could hold the shares, because Tareha and Waka had sold. Did you not tell Paramena and Pahora you would shoot them if they sold their share? Yes; not at that time. Had you any discussion previously to this time with Paramena and Pahora about their sale? The same day, but before we too had arrived. Did you send for Paramena and Pahora to come and have the talk? No, I did not, but perhaps you did. What did they say? They said they came about Paramena and Pahora's Crown grant. Did you know anything about it before? No; I had not heard of it before. Did Karaitiana send for them? I am not aware of Karaitiana's sending. Was Noa there? No. Did you ever send for Noa Huke prior to the sale? He was never present except when we got the money. He signed at his *kainga.* Had Noa at any time a talk about Heretaunga? No. Are you not aware Karaitiana had agreed to sell? Yes; but he afterwards went to Auckland. Did you never see Noa at Pakowhai about the sale? No. Was it after this meeting with Paramena and Pahora that Stuart offered to buy Heretaunga? Yes. Did you not say that if you did sell the block it should be to those who had possession of the lease? You asked me, and I consented. I said if other people offered more, I would consent to their taking. Was it a long time after your return from Wellington that the next talk took place? Yes. What position did you find your debts when you came back from Wellington? They were in the same place. What did you do about the writ when you came from Taupo? Sutton did not say anything about it; you were the only one who spoke about it. Did not Douglas and Hill sue you for £250? I received a bill from Mr. Hill, not a summons. What had you determined to do to get rid of your debts? I had spoken to Mr. Locke about Pukahu; I did not tell him about my debts. Did you expect this to pay your debts? No. What was to pay your debts? Kakiraawa, Pekapeka, Kaokaoroa. Were you aware Kaokaoroa had been mortgaged? Yes. Were you a party to any other mortgage? No; the Kaokaoroa was the only one. Sutton said if the money was not paid in seven years the land would be his, and that he would give another £1,000, making £2,000. Had you not given up all thoughts about selling these blocks, as the price was too small? You said so. Why did you not sell? I could not get a European purchaser. I asked Mr. Locke about selling by auction, as I might get a larger price. Mr. Locke said that way would not be satisfactory; the reason would be too much commission would go to the auctioneer. Mr. Locke was the only person I asked the reason I could not sell, because all the lands had been mortgaged. Did you ever offer Mangateretere for sale? No. How did you propose to pay off Sutton's debt? I did not wish to sell Heretaunga. Did you never tell Sutton you would have to sell Heretaunga to pay off the debts? No. Did you never ask Sutton to wait, as you were about to sell Heretaunga? I did not tell Sutton so before signing. Before the signing of the agreement, had not Mr. Sutton repeatedly pressed you for the money? No. Did you not tell Mr. Sutton you were going to pay him out of your share in Heretaunga? No. Did you not get a second summons for £200 from Sutton, in addition to the first? No; I had summons after the first; it was for £1,119. What was the total amount of your debts? I do not know. Did you know you owed Lindsay, £450; Turton, £130; Peacock, £194; Douglas and Hill, £174; Boyle, £110, for horses; and Newton and Irvine? Yes; I heard these debts. Do you know what you owed Robinson? I do not know; they were never shown to me. Did you agree to the amount of Sutton's debts? Yes; the Europeans were continually saying, Sell the land. How did you expect to pay your debts? If I had sold to Stuart, the debts would have been paid. How much did Stuart offer you? £6,000 for myself; he said £6,000. I do not know whether it was for all the block, or for me. Did Stuart offer you

Heretaunga.

Complaint No. 1 —*continued.*

£12,000? For two people. Why did you not take it? You told us not to sell, as you were the Apostles, and one reason was I did not want to sell. Do you recollect meeting me a day or two before I went to Pakowhai? I do not know. Did you never talk to me about going to Pakowhai? I do not remember saying that you should go to Pakowhai. What was the nature of the conversation on the first day? There was no talk on the first day; we were not long talking. You two said you had come to ask Karaitiana and myself to agree to sell. Did you hear Karaitiana say we remained till evening? Yes; but I do not agree to that. Did you hear Karaitiana say he left all the discussion to you and myself? Yes. What took place all the day? It was about the sale of Heretaunga. There was nothing said about the arrangements. I said if you will consent to the two words. Did you not say in the evening, Come again in the morning? No. What were the two words? The first was asking £12,000 for Karaitiana and myself; the second was 5,000 acres to be returned to us. When you would not consent I went out. I did not say come back the next morning. As you are not aware you said this, was the discussion on the second day? If I said so I made a mistake. Which is correct? The first day. What took place on the second day? £10,000 for myself alone. What took place on the third day? That was the day I signed; the money for me was £6,000. Do you not recollect sitting down on the floor with Karaitiana and myself, and with pencil and paper making out what each person was to get? I do not know. Will you swear it was not so? Yes; if it had been so I should have remembered. Would you say so if other witnesses prove it to be so? I should say I was not present. Do you remember whether Karaitiana was there? I do not know. Was it done on the table? The agreement was written on the table. Did it take place at all in any of the three days? No. Will you swear it did not take place? The talk was for Karaitiana and myself, and not for the others. Do you remember sitting on the floor giving a statement of your debts? I do not know of that; my reason for saying that is, you showed me the account of my debts. Did you not say that £2,000 would not be sufficient to pay your debts? Yes. The reason I said so was I wanted £6,000, not £2,000. Did you not say you wanted £1,500 more? That was said not to be mentioned. Did not I say it was no use giving you the whole sum; but I had better give it you £150 for ten years? No; your reply was you would not be able to pay all at once; you would in the course of years. Did I not say that for ten years you would be supplied with money for your wants? That was when you said you had not money to pay. Was the £1,500 included in the £6,000 you mentioned? Yes; £6,000 was the total amount. From whom did that proposition come? From you. Did you regard the £150 a year as secret money? Yes; and you showed me the way to deal with it. How could it be secret money when it was part of the £6,000? It was you said so. Was the £6,000 secret money? No; there was £3,000 for my share; £1,500 for myself without the knowledge of the others; and £1,500 for the years. Why was the £1,500 not to be mentioned? The reason was, to prevent other persons making similar demands. There was £1,000 Karaitiana was to have as secret money. Why was the half to be concealed? It was concealed by you; I asked you to give the whole sum to me. What were the rest of the grantees to get? £1,000 for each; that was what you said. Did you agree to that? Yes. At what time did you agree to that? At the same time. Why did you demand £6,000 if you considered some others had an equal claim? The reason was because the others had signed. Had the others agreed to the £1,000 each? Yes. Do you know had they been paid? No. Had the others mentioned it to you? No. Had you seen the other signatures? The talk was yours. What did I tell them they had signed? You said that the reason of the delay in paying was because the others had all signed. Had Noa signed? No. Who were the persons who had signed? Paramena and Pahora had signed, and you had Tareha and Waka's shares. Why did you agree to Noa receiving £1,000 when your share was £6,000? I did not consent to Noa's share, or Paramena's and Pahora's. Are you aware Karaitiana said he was to get £3,000? His talk is confused; I was the person who did the talking. Did you hear Karaitiana say he and you were to have £2,000 each? I heard that answer. His reply was incorrect—his understanding was quite incorrect—because I arranged the matter. Did not Karaitiana know what he was about? He was not present. When did Karaitiana find out he was to get £6,000? I said to him he was to get £6,000, and he found, when Mr. Wilson looked in the deed, it was not correct. Another reason was because the secret money had not been paid to him. We had two conversations afterwards, one at Mr. Williams's and one at yours. We wanted to know the reason of the money being expended. Did not this meeting take place at my house by appointment? Yes; to talk about that money as to how it had been expended. Did you make any complaint then? I said at that time I understood Karaitiana was to get £6,000 and I £6,000. Was that investigation about £6,000 or £1,000? £1,000. Did Mr. Williams explain it? Yes; that the money had been expended in the debts. Was that all the talk? There were two conversations, and they were both similar. A long while after this I heard Karaitiana was to get £100 per annum. Were you not aware of this before the sale? No; the year after Heretaunga was sold I got my £150, but Karaitiana did not get his £100. I had taken it two years when Karaitiana got his. Did Karaitiana speak of the £6,000 at this interview? No; he only spoke of the £100. When we went to Wellington I spoke of the £500, and Karaitiana of the £1,000, to Mr. Travers. What was the £500? £4,500; £4,000 for my debts, and £500 I did not get. Did not Mr. Williams and myself tell you to get a lawyer or a friend to go into the accounts? We did not listen; they were only the solicitors of this place. Was not this discussion confined to the £1,000? Yes, and the £500 to me. Did this discussion take place at my house? Yes. Is that the only time you had any discussion about the accounts? Yes; and then I went to Wellington; I saw Mr. Travers. Was that the ground of your complaint about the £500 and the 300 acres? Yes; and being fastened in Mr. Cuff's house. I heard the Government, when they found we had engaged Mr. Travers, gave him a large sum of money not to act. I heard this from himself. He said I forget the amount the Government offered him to go on their side. On his return from here the Government got him altogether. He came here on our request. You acknowledge you have received £5,500? Yes; that is including the annuity. There is £500 missing.

Chairman.] Does that take in Neal's mortgage? That was not included in the sale at the time the mortgage was settled; you asked for 1,000 acres, and you said you would pay the mortgage instead.

Mr. Tanner.] Have you claimed from me anything else? I only mentioned the £500, not the 300 acres. The reason was Karaitiana's was not shown, and I knew mine would not be. Do you

Heretaunga.
Complaint No. 1
—continued.

remember signing the agreement at Pakowhai? Yes. Was it explained? The only portion explained was about the sale of the land, but not about the £1,000; that portion was not read to me. Would you have remembered it if it had been read? Yes; I should have asked for it to be paid. Where did you first hear it? On the day it was read in Court. Had not Mr. Sheehan read that agreement before it came on? No. Do you remember making an appointment with me to go to Mr. Cuff to talk over your debts? I do not remember. Did Mr. Cuff appoint a day? He appointed 12 o'clock, and I went at 11 o'clock. Was it not the second day you came? No; it was the day he asked me to dinner. Did you not meet me at Newton's corner in the afternoon, and tell me you could not keep your appointment, but would go the next day? No. Did you not tell me to bring Mr. Hamlin with me the next day? No. Was that the reason you were frightened to meet me, because you had signed another deed? No. Do you remember, after dinner at Mr. Cuff's, saying, Have you brought the deed? No; I was full of fear. Did you not say "You had better let me sign my death-warrant"? No. Why did you sign it? You gave me the document I signed, and afterwards the one to Sutton. I was afraid; I wished to see Karaitiana sign. Why did you not refuse to sign? Because you made a prisoner of me. Were we not sitting at a table, and all the windows and doors were opened? Yes, but that was at 4 o'clock. Were they not open before? Yes; but you would have shut the doors. Do you remember the deed? Yes, if I saw my name. Were there any other names to it? I did not look; I was in a hurry to get out. Were you in bodily fear? Yes; Edward Hamlin was very strong to hold the door. Why did you not go to a Magistrate? Because every one was alike; all condemned Karaitiana. Is that the deed (Deed of conveyance, dated 16th March, 1870, produced)? The deed I signed at Cuff's was much larger; this is not the one. It is my signature. When did you sign that deed? My idea was that Tareha had first signed in the deed. Was there any discussion, between the signing at Pakowhai and the conveyance at Cuff's, about the price? No. Did I not say I should want you to sign first, as the Natives looked upon you as the chief man in the block? Was there any discussion between the signing the deed at Mr. Cuff's and the final signing? No; I was in fear. How came you to sign the second deed: were you willing to sign? You asked me to sign. Did you not send for Paramena and Pahora? No; you did. Was there any pressure at the last signing? We signed in fear, because it was said Pakowhai would be taken. Did you mention to me you had received a letter? No; I saw it on the day Karaitiana received it, and the next day we came in and signed. Do you know who sent that letter? I do not know. Whose name was on the bottom? Mr. Ormond's. Do you know Ormond's writing? No. How long after the sale did you hear Karaitiana was to get £100 a year for ten years? When I had received mine for two years. Were you perfectly sober on every occasion you signed the deeds? I was sober on every occasion. Was that deed read over to you (Deed of conveyance produced, signed at Cuff's house)? I do not know. Where did you sign that deed? I do not know. Would you sign a deed without its being read over? Yes. How often have you done it? Did you not sign that order for Sutton in Sutton's shop? I signed one at Sutton's, and one at Cuff's for you to pay the £1,000. Would you know it? You wrote it, and asked me to sign it. Did you see me write it? Yes. Was that the one (Voucher No. 8)? No; that is Sutton's writing, and was written in his store. Did you not sign an order to Sutton before Heretaunga was sold? No. Where did we have your name? At the signing at Waitangi. Was the purport of the document signed at Sutton's the same as the others? I did not say so; you gave me the document, and I signed it. Are those people you intended located on the reserve? Yes. Are you satisfied with the arrangements that have been carried out? Yes. Have you not, within the last two years, asked me to sell some of my land? Yes. How much did you offer? I did not offer; I said you should pay me in land, and leave that money that you were paying, £150 a year. Was not that the first application? Yes. The same time you were arranging about the sale, you consented at the time of the sale for the 200 acres. When did you ask for the 200 acres? After the sale. You said by-and-by you would give me a document. I have asked you since, and you said my statement was untrue.

Henare Tomoana recalled, said:—

Mr. Sheehan.] No. 3 voucher, £53 10s., Maney? The signature is mine; I am not quite clear of the money. No. 5 voucher, £194 10s. 6d., Peacock? I know that I was indebted to Messrs. Peacock in that amount. No. 6 voucher, £450, D. Lindsay? That is correct, and my signature. No. 8 voucher, £1,119 3s. 5d., F. Sutton? That is my signature; I do not know how the account reached the £1,000. No. 9 voucher, £39, E. W. Knowles? That is correct. No. 10 voucher, £87 10s., R. D. Maney? That is correct. No. 15 voucher, £130 15s., Luxford? That is correct. Cash payments—Cheque, March 19th, £10, from Mr. Ormond? That is correct. Three cheques, £207, £11 16s., £781 4s., drawn on the same day, 24th March, 1870? I do not remember receiving three cheques on the same day, or there being £781 in one. Do you recollect £207? No. Do you recollect £11 16s? Yes. Do you recollect any other cash payments besides the £10 and £11 16s? I recollect receiving a cheque of £100 on account of the rent. Outside of these do you recollect any other cheques or money? The annuity money is the only other money I have received. How much was the amount of Maney's account? £84. What was it for? Posts. What did he recover? £12.

Mr. Lee.] Do you not remember Sutton suing you for £930 in August, 1869? Yes. Do you not know there was judgment because you did not appear to it? What time did you come back from Taupo? About November. Was not that order given to pay Sutton? I signed that document. Did you not know what your account was? Did you not know there was judgment against you? I do not know. The only action I know of was that stayed by Mr. Ormond. Was not that order (No. 8) written by Mr. Sutton at his desk? Yes. Was not Sutton's book open at the time? No. Did you not run up the figures in the column? No. Do you remember being summoned by Douglas and Hill in November, 1869? I may have been. I do not remember now. How much was the amount? £200 odd. How was it settled? It was paid for out of the Heretaunga. How much was paid for out of Heretaunga? The account was not shown; I was only informed each person's debt was paid. Was I not pressing you for money for Douglas and Hill? Perhaps so. Do you

Heretaunga.

Complaint No. 1 —*continued.*

remember signing that order (No. 16 produced)? Yes. Was not the difference made up out of Tautitaha and Mahanga rents, and the balance of Heretaunga? I am aware it was so done. How much rent was paid out of Tautitaha to prove the £781? £60.

Mr. Tanner.] Do you remember drawing an order on me for £5, in favour of Mr. Tuke (January 8, 1870)? Yes; I know of that. Mr. Coleman, £25 (January 8, 1870)? Yes. Reardon, £55 11s. (February 2, 1870)? I know of having signed that. Do you remember my paying Boyle £110 for horses? Yes. Robinson, £93 5s.? I do not quite know of that. Do you not know you had a large account at Robinson's? I was in the habit of going, but not taking goods to the amount of £30 or £40 at the time. There was one time I took largely. I do not quite know of going with you after Heretaunga was sold. I asked you for account, and you said, You are always asking for accounts and money. Did I not ask Mr. Robinson to give a paper with the account? No; you said, Let Henare have credit, and put it to my account. Did I not pay your accounts? Yes; I complain of not having received the accounts. Do you remember Newton's account, £194 13s. 5d.? I have the same complaint against that. Did I not always, or when putting down goods in my memorandum book, give you the amount for that day? No. Did you not drag me into these shops against my will to give you credit? When I asked you for money, you said "Get goods." Did I not constantly curtail your demands? I am not aware of your doing so. Did I not tell you you were drawing too largely for me to meet? No; you continually said if we wanted anything to come to you for money or credit.

Mr. Sheehan.] Is the Karamu larger or smaller than when you made it for yourselves? It is not not as large as it was. Is the difference considerable? The first was considerably larger. Have any of your people or yourself been a party to the reduction of the extent? No. Has it been made with your knowledge? I became aware at the time of the survey when it was divided off in 100-acre pieces. We all knew then it was not equal to the acres of the first. Do you know anything of Mr. Tanner and Mr. Williams volunteering to increase the reserve? I know of the increasing it, and making it smaller; they never made such a proposal. Do you recollect Tanner making such an offer? No; yesterday Tanner said so, but those two did not say so. What month did you go to Taupo? In August, and returned in November. Do you recollect the acreage of the Kakiraawa Block? I have only a small knowledge; there are eight grantees. What was the extent of your interest? I had a large interest myself, Paramena, and Hoani; Hoani was the chief. In Mangateretere? There were eight grantees. I was the principal person; the land was mine. Both the Mangatereteres belonged to my ancestors. We were always in possession of that land. Do you recollect the acreage of Kaokaoroa? 4,000 acres; it is still under mortgage to Sutton. What was the acreage of the Tautiaha Block? 3,000 acres; my interest was greater than the others. We came back from Taupo in November, and on December 6th we signed the agreement for the sale of Heretaunga. Did you make inquiries as to the sale of these blocks, before you signed the agreement? Yes. Did you not, at the request of the Government, take a number of your people up with you? Yes. Was not some part of your debt incurred for the supply of those people? A greater portion of my debts was incurred on going to Taupo; I gave authority to the storekeepers, and the debts of the others were placed to my name. On your return from Taupo, had you not a large claim against the Government? Yes; I have received some money due to me. The amount you still claim is larger than the sum you have received? Yes. After Heretaunga was sold, you embodied this claim in a complaint to the Assembly? Yes; it was the money for the fighting I asked for—soldiers' pay. The Assembly reported unfavourably on the claim? Yes. Had you not a claim on the Government before Heretaunga was sold, on your return from Taupo? Yes; my claim was still undecided. Before you agreed to sell Heretaunga, did you give any person an order for money on Heretaunga? No. All the orders were given after the signing the agreement? Yes. Was Mr. E. Hamlin the interpreter who had most to do with the transaction up to the sale? Yes, and also with the lease. Were you aware he was a Government officer during the time he was doing the work? Yes. Was he employed or paid by the Maoris? No. Can you recollect when you first heard Karaitiana was receiving his annuity? At the time of the final settlement and after. Do you know any sums of money you have received other than the accounts that have been shown here? These amounts have been paid out of the money of Heretaunga. My debts were not all satisfied. I then mortgaged some other pieces of land, in order to pay these debts, but not to Tanner.

Chairman.] Are there any other bills you remember that Tanner has paid for you? No. Did Mr. Tanner advise you to get a solicitor or a friend? Yes. Had he ever advised you before? No. This was after the money had gone? Yes.

Mr. Lascelles.] You went to Taupo in August? Yes. When did you begin to purchase goods for the Natives? When they went to Tauranga; it was not alone for Taupo the debts were contracted. Were you not paid in full for the Tauranga expedition? Yes. What portion of the Taupo debts were paid out of Heretaunga? Sutton's account of £1,000. Did not your debt commence eighteen months before your expedition to Taupo? I do not know of that; if I had been in debt twelve months I should have been summoned. Were you not summoned before you went to Taupo? Yes. How could the debt be incurred for that? It was for Wairoa and Tauranga. The debts were incurred before leaving for Taupo, and just as we were leaving some of the people got things, and Sutton summoned me. What was the value of the goods that were got there? All I know is there were 100 men got things. Will you swear they got £20 worth? I do not know. Was Peacock and Co.'s incurred for Taupo, or Lindsay's, Maney's, or Knowles'? No; I did not say so. Knowles' was for Taupo. How long before the Taupo expedition was Knowles' debt incurred? Some of those debts were incurred just before leaving. You state the Government owe you money? Yes. Did they not give the men daily pay? No; the money was merely handed over to us. From the time you came back from Taupo till last year, you did nothing about this money? When did you petition Parliament for the money due to you? Last year, 1872. I did make a petition after I came back from Taupo, and before the one I sent to the Parliament. Whom did you speak to? I asked Mr. Ormond; he was the only person I asked.

Manaena Tini sworn.

Mr. Sheehan.] What was the first occasion you heard anything of the sale of Heretaunga? At

Heretaunga.
Complaint No. 1
—*continued.*

Tareha's sale; the next Pahora's sale. Those are the only ones I heard of. From whom did you hear of Pahora's sale? From Tanner. When I came into Napier I saw Mr. Tanner. He said, You are the only person who has not agreed to sell your share. I heard this from Tanner. We had nothing more to say that day? What is the next thing you heard? About Paramena and Henare. Do you recollect anything about Mr. Tanner and Hamlin going out to Pakowhai. I saw them there, but I did not hear their talk. Mr. Tanner was unwilling for me to hear. When he came out there he asked only Henare. I said to him, Perhaps I shall be one; and he said, No, you shall remain. I know nothing of what took place between Tanner, Tomoana, and Hamlin. Did these people apply to you in reference to your share? Mr. Tanner and Mr. Hamlin asked me to sell. What took place between yourself and Tanner and Hamlin? Tanner came to my house at Pakowhai, and asked to gave my share of Heretaunga, and sign the deed. I said I was not willing. He said, Won't you show your love to your friends. Don't you know I am your parent? I said, I will not consent; you two must return: and they did return. Karaitiana was in Auckland. In a week after Tanner and Hamlin came up again. I saw them approaching; I ran quickly into a willow tree. I said to the people, If Tanner and Hamlin ask for me, do not inform them. When they came to my house they asked where I was; they said I was gone. I could see them; I was looking down on them. They remained two hours. When they went, I came down. Next time they came it was raining. When they arrived, they found Henare and us playing cards; they had got to the door of the house before I observed them. I then put on a blanket and went out. Tanner said, Where are you going? I said I was going outside. As soon as I got outside, I ran away into the Maori minister's house. I said to the minister, If Tanner and Hamlin come here, say I am not in. I then climbed up into a room where they keep the powder. When they arrived it was 10 o'clock in the morning. They began to look over Pakowhai, but they could not find me. Tanner knew where I was. When Tanner came to the minister's house, he asked if I was up there, and he said there was only powder. At 5 o'clock they went away. After they went I came down. On another time they came to ask me to give my share of Heretaunga. They caught me, and so I remained. Tanner said, I have come again about our conversation about Heretaunga. I said, I have told you before I would not sell. He said, Show your love to me. I said, Won't you consent to wait till Karaitiana comes back? Tanner said, You have your share, and Karaitiana his. I said, Wait till Karaitiana comes back, and we can both sign. That was all we said about that, and then we began to talk about the money for me for consenting. He then consented, and wrote a cheque for £100. He said, When are you going into Napier? I said, To-morrow. On the following morning I did not come into Napier, but remained at Pakowhai. Some days after, when Sutton, Edwards, and Hamlin came up to my house, Sutton said, Have you not a bottle of champagne? I said, There it is. After we had finished the champagne, Sutton said, Are you not willing to sign your name to the document of Heretaunga? I said I was not willing. He then said, Your debts are very heavy. I asked him the amount, He replied, £6,000. I do not know how much more he had in the books with him. I said, Will you not keep away, and allow Tanner and Hamlin to talk about Heretaunga? He said, You must consent and sign your name to the document. I said, It is well, but you must give me £50. Sutton said it would not be right, but he would give me £20. I said to Hamlin, You must also give me money as you have come frequently. Hamlin said he had none, he was poor. I then signed my name to the deed. It was through Sutton I signed. Their going backwards and forwards ceased after that. The morning after I came into Napier, I saw Tanner at Newton's; there was a Bank close to. I came to bring my cheque for £100. When I met Tanner he said, Where is the cheque you had? I said, Here; I have it. Tanner said, Give it to me. I gave it him, he looked at it, and said it was no good. He tore it up, and threw it away. That was the trouble came to me. I then went to Sutton's to get the £20 he agreed to give me. When I arrived there I asked him to give me the £20. Tanner had arrived there. Tanner said not to give it to me. Sutton was to give me £10 and Tanner £10. They disputed together, and Sutton wanted to give the £20 he had promised. Tanner said, No, give Manaena £10; he (Sutton) then gave me £10. I then went to Mr. Tanner. I said, Give me the money for me. He gave me £50 on the same day. I considered that was the money to be given me for consenting. I had signed, and they ceased to come to me. Did Tanner give any other reason for tearing up the cheque? I did not know Tanner's reason for tearing it up. I said, Friend, your deception is very great. Had you been told what amount you were to get for your share? No; that was a long time afterwards. Henare and I had signed, and after Karaitiana's return they went to him and left us alone. At that time I did not hear what took place between them. It was after Karaitiana had signed I heard what each person was to get, namely, £1,000 each; Karaitiana told me. Did you afterwards come in with the other grantees to sign the deeds at Cuff's? Yes. What took place then? There were six of us. Mr. Williams said the reason you were asked to come here was that you might sign your names to the document for the sale of Heretaunga. If you sign your names, the money will be paid you. Then we all signed our names. Were you told how much you were to get? It was said there was to be £1,000 for each man's share. Did they ever tell you Henare was to get over £4,000? No. Did you know he was to get that money? No. Did you know Karaitiana was to get £4,000? No; that is the reason Tanner said I should not go with them when they were talking. I knew that would be done. Whoever was first reached would try to get most money. Did you sign the conveyance on the understanding you were to receive the same as the others? That was my understanding. Would you have signed had you known the disparity between the amount paid to you and the other two? When it was sold I would not have signed had it been read out. Some persons were to have £4,000, and I only £1,000. When did you first hear these large sums had been paid to Karaitiana and Henare? When Karaitiana was disputing with Tanner and Williams. How long was it after the signing at Cuff's? A long time after. Has not Tanner guarded you from want for the next ten years? That is nothing. He was only a father whilst Heretaunga was being sold; afterwards he turned us adrift. I thought a little of it till I found my friends were getting so much more. I knew then there was £1,000 for Karaitiana outside. Afterwards they came to see if there was any document in relation to my getting £50 per annum. I asked if there was a document written as to what I was to get a year, and he said, Yes. When Cuff took up the documents I saw Henare's one, and the amount he was to get. I then saw Henare was to get £150 each year. I also saw Karaitiana's name;

Heretaunga.
Complaint No. 1 —*continued.*

he was to get £100 as his share. I thought to myself I was the only one entrapped by Mr. Tanner. It was then I saw the amount those two were to get. When did you make your arrangement? When I came into Napier; it was my parent (*matua*) who made the agreement. Were you to get the £50 out of the £1,000? The £1,000 was my share in Heretaunga. The £50 was a different thing: it was Tanner who so informed me. Do you know that the £50 a year has been taken out of the £1,000? I did not know it was from that £1,000. It was said, before we signed, that after our signatures £1,000 would be paid. After our signing, the money was not placed on the table. How much money have you received? I have told you of the £50. Did you receive any other money? £10 from Sutton. Is that all you have received? Yes; when we were all together, I asked Mr. Williams to give me the money. Did he make any reply? He said, Leave it with them for the purpose of paying their debts. I said, Give it to me and I will pay my creditors. Tanner, Karaitiana, Henare, and Cuff had gone into another room. Noa, Paramena, Pahora, and myself remained in the room. Our friend was Williams. Did you owe money at that time? Yes. Did you sign any orders for the payment of money? No; documents like those. (Voucher No. 4, £62 15s. 6d.; Maney) Is that correct? Yes. (Voucher No. 7 produced, £594; Sutton.) Is that correct? I signed the paper. I do not know of the stamp being on. I owed that money.

Chairman.] Where did you get that order? At Sutton's own place. To whom did you deliver it? To himself.

Mr. Sheehan.] Was this after Sutton and Hamlin had been out to your *kainga?* Yes, afterwards. That is how my £1,000 was expended. I do not know about any other debts being paid, if they were paid. Do you consider that you have a claim for the balance of the £1,000 (about £330)? I heard what Karaitiana said, that he would take the balance; that is where it has gone. If Karaitiana had asked Tanner for it, he would have said "All right." (Witness used the English words.) . . . . I am only just accusing him of it . . . [not saying that he did say so]. Have you received from Mr. Tanner or any one an account showing how your money went? Tanner said that it had gone to pay debts to Sutton, Maney, Newton, and himself. I had the documents; they were shown to me. I took them so that I might know, if I received the £1,000, how much I should have to pay to each. I took Sutton's account from his own house. About Newton's account, I do not know whether I got it from himself, or whether Mr. Tanner told me of it.

Manaena Tini—Cross-examination.

Mr. Tanner.] Do you remember Hamlin and myself coming about the sale of Heretaunga? Henare was there; Karaitiana was in Auckland.

Chairman.] Do you remember Tanner and Hamlin came three days in succession? I know of their coming.

Mr. Tanner.] Do you not remember coming in a coloured blanket and sitting down? Yes. What was the talk about? I do not know. Did we not talk? Perhaps you were talking. I am not aware what it was about. If we had been speaking, would you have heard us? Yes, I should have heard. Did we not speak to Henare about Heretaunga? Perhaps so, but I did not hear it. I did not hear anything said about it. What did we come about? I knew the reason of your coming was about Heretaunga. I did not know you were talking about Heretaunga. How did you know we had come about Heretaunga? Previous to this I knew you were striving about it. Did not Henare give you some hints to leave the room? No. Was there nothing said about it whilst you were there? No; if you had said, This was about Heretaunga and you must all stay, I should have known. I was not there when Karaitiana left the room. Have you any recollection what we were talking about? No; I left as soon as I saw you there.

Chairman.] Was there no talk of purchase whilst you were there? I heard Tanner's talk was about Heretaunga.

Mr. Tanner.] Why did you say you never heard we were talking of the sale of Heretaunga? Were you aware what were the terms of sale? I did not hear.

Chairman.] Who left the room first, you or Karaitiana? Karaitiana; when he got up I followed.

Mr. Tanner.] Did you not agree to let the terms of sale rest with Karaitiana and Henare? Henare did not speak to me about it. It was a good time after when I heard from him respecting the arrangement. What was the arrangement? The naming of the £1,000 for each; it was a good while after the conversation with you. How long before I came and asked you to sign? I have heard before of Henare's signing at Cuff's residence. How long after the three days' visit to Pakowhai? I do not know whether it was two or three weeks. Was it not during the three days you heard of the object of our visit? No; I did not hear for a long time. I had a knowledge when I went up the willow. Do you remember Hamlin and myself coming to Pakowhai when Karaitiana was in Auckland? Yes. You knew about the terms of sale then? Yes. And you agreed to it? No; I had not agreed then. Had you not agreed with Henare and Karaitiana, when Henare told you the terms of sale? I did not say to Henare I had agreed. I said, You have signed; take me back to Karaitiana. Did you not tell me you had agreed, but you wanted something for yourself? No. Did you not say you knew the terms of sale, but you wanted £100 for your consent? It was a long time after that was said. I am now speaking of the time Karaitiana was in Auckland? When Karaitiana was away you came to me. Did you not then tell me you had heard Henare was to receive £150 a year, and Karaitiana £100? I had not heard what they were to get. I inquired how much they were to get. I thought within myself they were to have something; I did not know how much. How much did you think they were to get? The thought within me was, that Karaitiana and Henare were asking for money for themselves. I thought probably they would ask a great deal. I asked you what they were to get. What did I say? That Henare and Karaitiana were not to get any. Did you not say you should expect to know what they were to get? I did not say that at our first talk. When did you say that? When did you first hear the £50 a year spoken about? The first time you came I would not agree; I went into the willow tree. The next time, I went to the powder magazine; and the day following, I spoke about it. It was not the day following I went to the powder magazine. It was

Heretaunga.

Complaint No. 1 —*continued.*

some time. The first time I spoke, there was the cheque. Were you promised the cheque for £100 before or after the arrangement of £50 a year? It was before it was arranged. Did you first hear of it from Sutton and Hamlin? I first asked them. I had the cheque in my pocket. It was my friend's cheque. Did you not receive the cheque for consenting to the sale of Heretaunga? No. Did you sign anything on that occasion? No. Did you not sign a consent? No; it was afterwards, when Sutton and Hamlin came, I signed. Did you not, when you received the £100, sign a consent to agree to the sale? If I had signed, you had better show it to me. My idea is, I signed when Sutton and Hamlin came. December 30th, 1869 (Receipt for £100 produced)? The signature is mine. I know signing a paper for receiving £100. The other words are not mentioned. Did you not say come the next day and you would sign the deed? I said I would come in the next day; but I did not come as was arranged. Why did you not come in the next day? Because I was unwilling. Did you not finally agree to take the £50 a year instead of the £100 cheque? It was when Sutton and Hamlin spoke to me I consented to the £50. It was when the cheque was torn up. The deed was signed before the cheque was torn up. When you asked for the £100, did you not say you would sooner have the £50 a year, as you had heard what Karaitiana and Henare had? I had not heard what they were to get; but it was so arranged about mine. Did I not tell you if I agreed to give you £50 a year, you must give me back the £100 cheque? You did not say that; if you had, I would not have come in. Did we not have a long argument, and did you not wish to keep the cheque as well? No. When I insisted on getting it back, did you not ask to keep half of it, namely, £50? No; I did not. Did I not give you £50 when I tore up the cheque? Yes. Did I not say I would give you the first year's annuity when you said you wanted some money? Yes. Was it not the change of your mind that you ran up the willow tree after taking the £100? No; it was before. What did you go up the tree for? I was tired of your coming, and I ran away. Did you know what signatures were on the conveyance when you signed (Deed of conveyance, not completed, produced)? Perhaps Henare's. All the signatures above my name were on before I signed. Did you not go up the tree because you wanted better terms? Why should a person run up a tree if he was willing. Was not that the reason, so that you might get something like Karaitiana and Henare? I had heard what they were to get. I was tired of being hunted; they were like bush dogs hunting bush pigs. Question repeated. No; if good arrangements were made I should not run up a tree.

Chairman.] When did you first know Karaitiana was to get £100 and Henare £150? It was after I signed I saw it in Cuff's office. Was that the first occasion you knew of it? Yes. What did Henare say about his £150? He never spoke to me about it. Did you speak to any one about your £50 a year? No.

Mr. Sheehan.] Had you any knowledge from Karaitiana or Henare before Karaitiana went to Auckland that either were to receive more than £1,000? I did not hear. Had you heard, up to the time of the deed being brought out, of the large concession Karaitiana was to get? No. Had you heard it from Tanner or Hamlin? No. (Receipt for £100 produced.) Was that explained to you at the time of signing? No; I am quite certain. Had you, before receiving the £100, refused to sign the deed? Yes. Why did you leave the room the first day? Because I was not willing for their talk of Heretaunga. Had you agreed to the bargain Henare and Karaitiana had made, at the time of the three days' conversation? No. Had you in any manner left it to them? No. Had Karaitiana and Henare informed you of the £1,000 to each? No; it was Tanner and Williams. Did Karaitiana and Henare agree to that? No; I heard they had agreed. Did you not ask Tanner what Henare and Karaitiana were to get? Yes. Where was that? At Pakowhai; that was before the sale. What reply did Tanner make? That Henare and Karaitiana were not to get anything over the £1,000 each. Was it because you wished to avoid these people, or to make better terms, you went away? Because I was unwilling to sell.

Chairman.] Did you ever get an account of the moneys that had been paid? I only got Sutton's and Maney's; I do not know whether it was more or less than £1,000. Did not Mr. Tanner pay money on your account to Robinson and Newton? Yes; he paid them, but I did not receive the account. Did Tanner pay other accounts for you besides Newton and Irvine's? I do not remember. Have you received small sums of money from time to time? After the mortgage there was some.

Waka Kawatini sworn.

Mr. Sheehan.] Do you recollect the leasing of the land? Yes. Have you anything to say against it? Yes; some years I would receive the money, and pay it to Sutton; some years Parker would steal it from Tanner. Have you anything against the fairness of the lease? That was correct; it was agreed to by us. How came it Parker stole it? Parker was going about signing away my Crown grants. How did Parker do that? Did you not sign a deed handing over Heretaunga and other lands? No; there were a number of blocks, including Heretaunga, Parker wrote in the deed. Did you not give a lease to Parker of Waikahu? No; I gave it to Rich. (Deed dated 29th December, 1868, Waka to Parker, produced.) Did you sign away your land to Parker? No. Did you never go to Lee's office with Parker? I came to get my money, £100. I went to a house on the hill. Tanner and Hamlin said sign a document to Mr. Wilson to act as my lawyer, as Lee was acting for Parker. What did you want a lawyer against Parker? Because £120 of the rent had been taken by Mr. Lee and Parker. Do you not remember going to Lee's office a long time before? I do not remember; he was continually supplying me with liquor. Do you not recollect signing a deed to Parker, whereby you were to receive £350 a year for life in consideration of giving up your lands? Perhaps so; I do not know. Wilson was appointed my lawyer to get back the money Parker had consumed. How long afterwards were you spoken to about selling Heretaunga? A long time. Who first spoke to you about it? It was Martyn Hamlin and Maney who first spoke to me. Where? They went to Kohupatiki to purchase Heretaunga. Did they say anything about Heretaunga? They said Tanner's money was expended. Did you not sign the deed of sale of Heretaunga? No. Did you ever see Mr. Tanner on the subject? Yes. Was it when Wilson consented to be your lawyer you first saw Tanner? It was after. What took place? Tanner said I should come on a certain day, and I came to town. Tanner was upstairs in this building, and he called me in. Tanner said, I have come to ask you to sign a document to throw Mr. Wilson over. They wrote the words; Hamlin was the writer; I

Heretaunga.

Complaint No. 1 —*continued.*

signed my name. Did Tanner say anything about selling Heretaunga? Hamlin and I took the letter to Wilson, and then returned. Tanner asked for my Crown grant of Heretaunga. I went away, and on another day I came back. Parker took me to his house, and supplied me with a deal of liquor, and then took me to Lee's office. Mr. Lee, Mr. Hamlin, Cuff, and Tanner were there. I could not see the persons; I merely wrote them. I went away. The documents were about Heretaunga. Were you told how much you were to get? No; I was the only person, and I was supplied with rum; how could I see? When I came in I saw Martyn Hamlin. He asked if I knew him. I replied, How can I tell, when I am supplied with so much drink? After this I saw Tanner. I met him on the road. He jumped off his horse, and held the reins. He gave me the paper of Ngatihinamoa. I said to him I was Ngatihinamoa. Tanner said, Parker must be driven away; you must give me the Crown grant; I am looking after it. He said, Are you not willing to let me have it? I said, It depends on the payment. He said, How much? He said, £1,000. I said, That is too small; it is only the price of a race-horse. He said, Well, how much? I said my price was £15,000. Tanner said, That is correct, I will give you a lot of money. I consented at that, knowing I was to get a lot. He said, Your money will go in the bank on Friday; you must come in. They did come on that day to take all the money. I went and asked Tanner. I told him to place it on a large table. He said, Wait till after dinner. He gave £5 to get food. We did not receive any more that day, and we went away where we were living. Tanner said we were to come back. When it reached the day we came back. I again asked Tanner. I said, Be quick and give me £100 to pay my debts, and put the money in the bank. He gave me £5 more, making £10, and afterwards £5 more, making £15. My wife quarrelled with him, that was the end. The money was devoured after I left by Mr. Lee, Cuff, and Hamlin, and Tanner. When Hamlin and Maney came to Waikohu they said the money had all been spent. I came to Mr. Cuff and inquired; he said it was all expended; he had £14 for me. I was told it was spent for my debts. I said, Here are my lands to pay my debts; give me the money and I will pay them. I saw Tanner, and he said after he got his friend to come I was to come. I came and there were three of us. The documents were brought showing how the debts were paid. I said to Tanner, Your robbery is very great. I said, You keep the money and I will keep the land. I said, Disgorge the money. The next morning we went and surveyed it; Halkett surveyed it. (Plan produced.) I only received £15 altogether for my land. They told me about the money being expended, and I asked where were my lands. I do not know how much was paid on my account. Tanner says he paid £789 to H. Parker? Where was his store. £100 to Maney? I only got one bottle. Did you not give Maney an order on Tanner? Did you not owe Robinson £51 8s.? That debt was mine. I was indebted to Holder, Sutton, and other people; I should have paid them myself. I owed money to Mr. Maney for five gallons. Tanner says he has paid you in cash £35 in small sums? Perhaps he knows; I only know of three £5. Why did you want to turn Wilson out? I do not know about these people the lawyers; they are strangers to us. Did Tanner give you any reason? No. Did you know there was an action pending at that time between you and Parker? I did not know. Did you get all your debts up to the time of sale? No. Did you get the last £120? No. What became of it? If I had received it I should have known; the first money Mr. Lee and Parker got.

Mr. Tanner.] Do you not remember that part of the condition of the sale of Heretaunga was that we were to get back all the other blocks from you? The strength was my own to drive him off; there was no investigation. Did you not agree if you got £1,000, and the other blocks back again, to sign the deed? The Government were the persons who got the land back.

Chairman.] Did not Tanner agree to help you to get the lands back? I do not know; Tanner was Parker's friend. Why did Tanner get Wilson against Parker? I should have been clear if I had got my lawyer; they drove him away. Tanner wanted to have Lee and Cuff.

Mr. Tanner.] Do you remember Mr. Williams and myself going through the accounts with you, asking you what was disputed? Mr. Williams would have explained them. Did not we say we would go to the shops and dispute the accounts for you? Yes; when we had gone through them I said they were not correct. Had you not some other younger people with you? Yes; Reihana, Tamehana, and Paora Torotoro were there. Did I not take a list of the accounts and ask you to go to the stores with us? I got angry, and would not go. Did you not meet me in the street and tell me to hand over the money to Carlyon and Wilson, who were your lawyers? It is false. Did you not say they were the only two gentlemen in Hawke's Bay? No; I deny it. Did you not go with me to Wilson's office? No. Have you not often met Mr. Wilson in the street and said, You keep my money? We were going along and he said, Have you not heard of your money, the lawyers have it? I said, Are you speaking of the money Parker got? and I said, You are giving it to your own lawyers? I saw Mr. Wilson and asked him if he had received money from Tanner; he did not understand.

J. N. Wilson sworn.

In 1869 I was retained by the Rev. S. Williams for Te Waka Kawatini, in the case of Waka *v.* Parker. I made inquiries, and found that it was so large a transaction that I wrote to the General Government. I instituted a suit in the Supreme Court, at the suit of Te Waka against Parker, for account of rents, and prayed for an injunction against rents. (Deed dated 29th December, 1869, produced.) This is a deed of Waka's interest to a trustee, subject to an annuity of £350. The conveyance is in fee; William Parker is the trustee. I took proceedings to set aside the deed. Shortly after a motion was made appointing the Registrar the receiver; the appointment was opposed. On the 13th September, 1869, Waka called upon me with Edward Hamlin, with a letter in Maori. I informed Waka he was not right in discontinuing the action, as I was retained also by outsiders, and by Henare and Karaitiana, and told him he should appear in person before the Supreme Court. He refused to attend Court. Subsequently, on the 24th November, 1869, an order was made to rescind the Mr. Lee appearing for the plaintiff Waka, and I ceased to act. I had more than one interview with Mr. Tanner during the suit pending. Mr. Tanner professed great interest, as he had great objection to Heretaunga getting into Parker's hands. I saw him more than once after the suit was discontinued.

Heretaunga.
Complaint No. 1
—*continued.*

No doubt the paragraph 8, as sworn in my affidavit, is correct in reference to Mr. Tanner informing me the suit had been discontinued. I made considerable inquiries as to the circumstances under which the deed (Waka to Parker) had been signed, and Waka's position in reference to Parker. I have resided in Hawke's Bay thirteen years. I have a general knowledge of the value of the land. I came to the conclusion the Supreme Court would set aside the deed; the Bill did not ask anything in reference to other things. I was not inclined to take notice at first of Waka's letter; he promised me, if he succeeded, he should tie up the land. There was no person acting for Te Waka in the settlement. I am still under the impression that Waka is not fit to transact business. Two gallons of rum was generally the consideration he wanted for any of his land. I should say he spent a week in my office. I had a number of persons who understood Maori at various times; I could not understand any of it myself. He was often in liquor when he came to my office. He generally came for money and liquor. I never gave him any but one sum of, I think, £10, to repair his house. I have never acted for Waka since. I have had no direct transactions in reference to this block, except in respect of Arihi's share, of which I am a trustee. I have not been engaged either for the vendors or purchasers directly. I think there were two deeds of confirmation prepared in my office. I recollect a deed, signed by all the grantees, which was not carried further; it was prepared by Mr. Cuff; I think it was intended I should be a party to it. One of the reasons I declined to be a party to it was because the two last names, and possibly some others, were added to the body of the deed after the execution. Another reason was, I was not satisfied that the consideration expressed was the true consideration. Another objection was, that the reserve was not expressed. I was aware at the time that a reserve was promised. About the date of the agreement Karaitiana called upon me very much disturbed; I sent him for an interpreter. He came back with Mr. Grindell. He had been served with two writs; he wished to go to Auckland, but he was afraid his person would be seized. I advised him to put in a defence which would give him three months. He signed an authority, and said he would consult me about Heretaunga. He came again, but there was a difficulty about an interpreter, as Grindell refused to have anything to do with it. I have not advised with Karaitiana since. Unless you can name some date, I cannot charge my memory with any conference with Mr. Ormond. I remember Karaitiana. What were the terms of sale of the block made by the purchasers? I do not know; I represented the interest of Arihi. What was the consideration for Arihi named at first? £1,000; it was afterwards I was named the trustee. That was the first offer; it was refused. Mr. Purvis Russell and I fixed the price at £2,500, and refused any other. Was the price of £1,500 ever offered? Not to my knowledge. Deed of trust, September, 1869? In December, 1869, there was a contract of sale with Tanner for £2,500. We took her share as a tenth; she was a large claimant in the block. I was of opinion there were grounds for supposing that she had more than a tenth interest; but I did not deem it prudent to press it. Was £2,500 a fair reasonable price? That was our opinion. I have a general knowledge of the land; our calculation was based on the unexpired term of the lease. We deemed that, as trustees, it was not desirable to hold an undivided tenth share when the other nine-tenths would be sold, and I was aware the lease included improvement clauses. Did you consider you were driving a hard bargain? I did not think it was too much. Mr. Tanner thought it was too much. Subsequently the bargain fell through? Yes; and afterwards a like bargain was made with Mr. Watt, for the same amount. Were you aware that Mr. Watt sold to Mr. Tanner his interest at an advance of £1,000? Yes; and subsequently Mr. Watt advanced a considerable sum of money to complete the purchase. Would you have considered that amount (£2,500), multiplied by 10, would be a fair consideration? Yes. Do you consider the amount expressed in the deed sufficient? No. Do you know what amount was paid to Karaitiana? Only through the public papers. Were you aware he got more than three times the amount of any others, except Henare and Arihi? No. Were you aware Henare received between £4,500 and £5,000? No; I had nothing to do with the money part of it. In estimating Alice's share, did you take into consideration the dealings of the others? No; I made no inquiry about them. Was the consideration filled in at the time the deed was offered you to sign? Yes; Mr. Tanner and J. N. Williams were the people I usually saw—Mr. Tanner the most.

James Watt sworn.

I did not come personally in contact with any of the Maoris, except Alice and her husband. I advanced money for the purchase; it was about February, 1870, my connection commenced. I was a purchaser of Alice's share; when I bought it I was virtually acting for Mr. Tanner. Previous to Alice's signing the agreement we had some conversation about my furnishing money for completing the purchase of the whole block; this was within a week of my purchase from Alice. I found all the money, and had a bonus of £2,500. My reason of asking a bonus of £3,000 was, because it was a temporary loan; had the purchasers taken the money from me for a fixed term, I should have been content with a bonus of £1,000 on Alice's share. What was the total amount advanced by you? £29,000, including interest and law expenses. The orders are all drawn by Mr. Williams and Mr. Ormond, in favour of different people. Was Mr. Sutton largely indebted to your firm at this time? He was indebted to some extent; I was not pressing him in any way.

Mr. Tanner.] What first led to the negotiations for Alice's interest? Mr. H. Russell asked me to purchase it on a joint account. Did you accede to it? Yes. Do you recollect going to Waipukurau? Yes, in January or February, 1870, Mr. Wilson and I drove up. What position was her interest represented? Russell told me the lessees had agreed to purchase her interest at a certain time; that it had elapsed, and he asked to purchase it on a joint account. When you went up did you enter into negotiations? I thought Mr. Russell had agreed with her for the sale. Was not the £29,000 advanced on our personal security? Yes; I held no registered security. What did you consider the value of Alice's share when you purchased it? I thought it was worth £2,500. Did the trustees ask more than £2,500? No. You dealt with the trustees? Yes, they signed as well as Alice. You recollect why you told me you were going to charge £1,000? No, I do not remember.

Heretaunga.
Complaint No. 1
—continued.

Mr. Sheehan.] Had you at that time any number of these orders? I had either the orders or debts owing by the storekeepers.

Mr. Wilson recalled.

Mr. Tanner.] How did you become aware of the nature of the transaction between Waka and Parker? I think the first time I heard of it was from Mr. S. Williams. Did you not send for Waka in the first instance? No; I think Mr. Williams came with him. Did you offer to act for him in the first instance? No; I wrote to the Government. Did you tell Waka you would take his case up when the Goverment refused to take it up? No; I undertook to take up his case as a solicitor, and not with a charitable motive. Did you think he was wronged? Yes, cruelly wronged; but I did not seek him. Did you ever ask Waka for money? No. Did you get paid? Yes. Did you render a bill of costs? No; Mr. Carlyon did. Where did you get the money? In a cheque, I believe, signed by you and some one else. I think the amount was £100. Do you remember my coming to your office about the rent with Mr. Carlyon? I should say it was Mr. Lee. I do not know who Carlyon was acting in the matter for. It was one year's rent up to the time of the purchase, £120. I asked you to pay it in the bank in my name and Mr. Carlyon's. What became of the money? Either I or Mr. Carlyon drew the cheque; I do not know where it went. Where did you get the £100? I think it came out of the £120. What became of the balance? I do not know. Was it not lodged in your name? Yes. Has not Waka asked you for the rent? Yes, not later than yesterday. Have you told him what became of it? Yes, at great length. Do you recollect my coming to your office with Waka, and telling you that Waka did not believe I had paid it? I have no recollection. How did you become aware of the settlement of Parker's suit? I should think I heard it as common gossip. Do you recollect my coming with Waka, and asking you to acquiesce? Yes; I also told you to tell Waka he was acting very foolishly. Did you not refuse to acquiesce? I remonstrated with him. I had no power to acquiesce. I refused to carry it out on Waka's behalf, and the people under him. I had your written authority then? Long before. Did you get any proportion of costs from the others? Certainly not. Did you not say you would not be a party to let Parker off from being punished? I certainly said so, and that I would not be a party to pay £1,000 to Walker. Had you not had some personal contest with Parker? He wrote such a gross letter that I had the authority to prosecute him. I was very much irritated against him. I would not have acted from any malicious motive against him. Do you not recollect Mr. Cuff coming with Waka about it? I do not recollect; you more than once pressed me to accede to the arrangement. Did I not say that Parker would stand the lawsuit, but will sell the land to some one else? I do not recollect; I remember your telling me. Are you not aware Parker offered to treat with J. M. Stuart for the sale of his interest? Yes. Did you not prepare the second deed of conveyance? No. Will you swear Alice and Purvis Russell did not sign that deed with your full consent? I would not have allowed Mr. Russell and Alice to sign the deed if I had been there. How was the agreement with Alice rescinded? Because the time had elapsed, and the Natives wrote to me about it. Did you not tell me we could have got the block for £18,000? Yes, I did say so. (Draft memorandum agreement produced.) Did you not draw it out to show the way it should be conducted? Yes; it was before Waka or Tareha had sold.

Mr. Sheehan.] Do you remember Hamlin calling on you with Waka about the discontinuance of the action? Yes; Tanner had been there previously. Did you understand that a settlement had been come to? Yes. Did he afterwards show you how Waka's £1,000 was to be applied? Yes; I conceived that the Parkers' solicitor's account should be paid by Waka. Was it at Tanner's request you prepared this agreement? Yes. Did Mr. Tanner approve of it? In the abstract he quite approved of it. Did Mr. Tanner employ you in the matter, or did he go to another solicitor? I declined to act in the matter.

Paramena Oneone sworn.

Mr. Sheehan.] Do you remember when the Heretaunga block passed the Native Land Court? Yes. And the subsequent leasing to Mr. Tanner? Yes. After that when did you first hear from any one about the selling of Heretaunga? A good while after. What did you first hear? The purchase of Stuart—his sending to Mr. Grindell, to Pakipaki. Were you there when Mr. Grindell came? Yes. Did Mr. Grindell state the purpose for which he came? He spoke to Pahora, but I was listening. Did he ask Pahora to sell his interest in Heretaunga? Yes. What was the price named? He said £1,200 for Pahora if he would sell, and said he would pay it at once if he would sign. Pahora did not agree to sell; after that Mr. Williams, the minister, came. He said that Martyn Hamlin and James Williams were coming, and when they arrived we were to sign a document holding Heretaunga; that we were to sign, and the persons of our hapu; the reason he gave was to prevent it being sold to another person; he said it was in reference to Stuart's talk; that was the only reason given about that. Afterwards Mr. Williams came with Martyn Hamlin; they came to the Pakipaki; they saw me and Pahora. He said we were to sign our names and those of the hapu; one of us could not sell, the hapu having signed. Hamlin was the interpreter. Pahora and I signed the deed; that was all that took place on that occasion. After that Mr. Tanner came, and Martyn Hamlin, to Waitahora; they came to ask me to sign for the selling. When they arrived, they said we must go to Coleman's house and sign there. I said to him, What is this writing? we have already signed to prevent it being sold, now you are come to ask us to sign a document for selling. He said, We must go and sign, for Noa and Henare had already signed. I said, How is it Noa and Henare are the only persons who have signed, and Karaitiana and Manaena have not signed? Tanner said it did not matter; when he returned he would get Karaitiana's signature, when he returned from up country. The reason of his going inland, he said, was to get the names of the grantees; I was one, Pahora and Arihi the others. Tanner said the purchase money of Heretaunga was £13,000. We then went to Coleman's to sign; we signed there, and Tanner went inland. After he was inland some time, he wrote a letter to myself and Pahora, in consequence of the receipt of which we came to Napier; we came to the laying down of the money at Mr. Cuff's—myself, Pahora,

Heretaunga.
Complaint No. 1
—*continued.*

Manaena, Karaitiana, Henare, Mr. Williams, Tanner, Martyn Hamlin, and Mr. Cuff, those were all I knew; they were all assembled at Cuff's office, we were asked there to sign the documents, and the other was the showing the debts of the different people; Martin Hamlyn was the interpreter. I signed three documents there; they were read over, but I could not exactly understand them; there were some debts shown to me of F. Harrison, but it was only a cheating account; Harrison asked me to give him £500 for him to look after, that the money might not be spent in goods or liquor; he was a friend of mine, he is not one now; he ran away, he took the £500 away; this was one of the debts shown to me at the time of settling; I wrote a document for that money; I thought his statement was correct; there was a small debt to Mr. Tanner, and there was £40 to G. Davie; after deducting the debts, the balance was not paid to me. I asked Mr. Tanner, Where is all the money for me; is this all? He said no, that is all for Pahora and myself; Pahora had also been shown his debts before coming into Cuff's; I had received no money; I did not receive any at all; there was £500 for Harrison and £40 for Davie; those persons received it all; Karaitiana and Henare were there all the time, and they went into another room in the same house; we were left in one room, and they went into another room, Tanner, Martyn Hamlin, Cuff, and Williams also; we were still in the room when they came back; there were four of us; Henare said that was all the money for us two; I was very sad, and came outside; £100 was received, but Sutton took the money; it was paid by Tanner to Sutton; it was after the selling of Heretaunga; it was a good while after; I do not know whether it was a half or a whole year when Sutton received it; he held it was money paid on account of Heretaunga; Sutton said it was on account of our debts to him; I said I knew of my own debts; Sutton said £400 was my share of the £700; Sutton was the person who told me; he said write to Mr. Tanner about the money; Sutton and Worgan were present; Sutton told me he had received £700; he got the whole of it; I was in debt to Mr. Sutton; it was a mortgage upon the Mahanga Block; it was not said how much I was to get for the sale of Heretaunga, whether it was £1,000 or not; I was never told by Tanner what I was to get; nothing was said at the time of the signing at Cuff's. I did not know what Karaitiana and Tomoana were to get. I do not know what the others were to get. If you had known that Karaitiana was to get over £3,000 and Henare over £4,000, would you have consented? I would not have consented for £1,000 for me. Had you previously to the sale placed in any person's hands the power to deal with the land? No. No other person was authorized to deal with your interest? No. The only matter left to Karaitiana and Henare was that of the lease. Do you remember some time before that about Pahora selling? I merely heard it from Mr. Tanner. Where you at Pakowhai when this was talked about (the sale of Pahora's share)? Yes. That was the time it was said to shoot the people who sold. Over and above the orders including £700 to Sutton, have you received any cash? No. Have you seen Mr. Tanner recently on the subject of this inquiry? Saturday before last I saw him. Where? Beyond Mr. Newton's. How did he come to speak to you? He sent Josiah Hamlin to ask me to go there. What did Hamlin say? He spoke Mr. Tanner's words to me. Did you go with Hamlin? Yes. This took place in Hamlin's office. Tanner was there. It was asking respecting the meeting of Pahora and myself at the bridge at Waitangi. Tanner said I was to consent to what he said at Waitangi when our consent was given that Karaitiani and Henare should have the disposition of the land. I said I did not know of that talk at Waitangi, that was all that was said, and then I went somewhere else. I went to Henare's place; I came to fetch Pahora, who had also gone into the office with Tanner and Hamlin; I met Tanner and Pahora, and we went beyond the Club; Tanner said you know me well; how is it you know me; I said we will speak about this; I will talk there (meaning the Court); there was nothing else said.

Mr Tanner.] Did you not understand Mr. S. Williams to say that the wish was you should not sell Heretaungu at all? I did not desire to sell. When James Williams and Hamlin went out to get the deeds signed was not the same reason given? Yes. Did Mr. Williams express any desire to purchase Heretaunga? No; he did not say anything about it. Do you remember a long time afterwards a discussion with me about the sale, before going out to Waitahora with Hamlin? I saw you and spoke to you. I said, you are always wanting me to sign something. Did you not say you could not talk about Heretaunga without Henare and Karaitiana? I do not know of that talk. Do you say no such talk took place? Yes; I know nothing about it. Did you not know the sale of Heretaunga was on the *tapis* previous to that? I did not know of it till you came up. Did you hear from any one previous to my telling? You and Hamlin came up with the document. Did I not speak to you about Stuart's purchase? [Not answered.] Did I not tell you, if you wanted to sell Heretaunga, to let me know, and not sell it to Stuart or any other speculator? It was not said when we were signing when Hamlin and James Williams came. Was it said before? He only said at that time not to sell. Was it said before? I do not know of that talk. I did not desire to sell at that time. Were you surprised when Hamlin and myself came to Waitahora to ask you to sign? I said, Is there nothing else for me to sign? I am always signing. I am not desirous of selling. You said, Noa and Henare have signed; you are the only person to prevent it; it will not be right. Did you know the £13,000 was the sum agreed by Henare for the sale of the block? I was not aware they had agreed to that. Was not the deed translated by Martyn Hamlin? There was nothing in the document of importance. I saw Henare and Noa's name. What sort of a document was it? It was a foolscap paper. I did not know what was in it, perhaps it was parchment; I do not remember. (Deed of conveyance dated 16th March, 1870, produced) Is that the deed? Yes. Was it not explained to you by Martyn Hamlin? The words were read over, but they remained; I do not remember. Did you object to that document? No; because it would be useless my opposing if all the other grantees signed. Did I not ask you to sign because you said if Henare consented and signed you would sign? [Not answered.] Did you not agree to sign if Henare had? I did not consent to that. Do you not remember Henare saying he would shoot the first man who sold Heretaunga? Yes. Did you not consider Henare had the *mana?* I was not aware he had the *mana* in reference to that land. You have heard about the shooting. I did not know there would be any selling after that. Did I not ask you how it was Henare had the *mana* of the selling of the Heretaunga Block, and was it not because Henare had

Heretaunga.

Complaint No. 1 —*continued.*

conquered Hapuku? Yes, that is correct about the defeat of Hapuku. I told you that was the reason. Do you not acknowledge that Henare and Karaitiana had the control of the selling of the Heretaunga Block? I am not clear about the selling. Was not that your thought that Karaitiana and Henare had the power of selling? All we spoke to was about the lease. Did you assert your right to sell when Henare threatened to shoot? I did not wish to sell, nor did Paramena, to whom the shooting applied. Would you have sold if you had wished to? I did not wish to sell. When you signed the deed in Cuff's office did you not see James Williams put a cheque on the table as the balance of the purchase money? No; it was said there was £1,000 for myself and Pahora. What did you expect to receive out of the sale at the time of the signing? I thought it was for you who had knowledge to count out the money for each person. Did you raise any objection to the signing on that occasion? No. Did you not leave the room when you saw Karaitiana take up the cheque? No; the reason I left the room was because I asked what I was to get, and was told £500; you said that was all the money for me; you called me back, and I would not return, and I did not see Karaitiana take the balance. Did I not say Karaitiana had the balance? You said that, and I said it was for you to give me my share. What did you mean by the balance? Other money from the sale of Heretaunga; it was not there you told me of Karaitiana's taking the money, it was on the road. What do you mean by the balance? I was not willing to receive £500 for my share. Did you expect more? Yes. You left it to me to divide the money? Yes. You never stipulated what you were to get? No. Did you not give Sutton a power of attorney for him to act for you and Pahora? Yes. Did you not write another document requiring us to pay the money to Sutton as your agent. Yes. Subsequently to this did you not give us a deed of confirmation in which your hapu joined? Yes.

Mr. Sheehan.] Had Karaitiana and Henare power to dispose of the whole of block without consulting you? If all the people consented. The management of the matters relating to the lease was left to Karaitiana and Henare. When was that agreed to? At the time of the lease being first consented to. Was that by the consent of the owners of the land? Yes. I was receiving £100 a year for myself and Pahora out of the rent; it was for us and our hapu, but I had to divide it.

Chairman.] Who settled the sum you were to get for the lease? Karaitiana and Henare When was this settled? Before the Court, and after the sitting of the Court. What was the total per annum. I do not know. Did you receive the same amount before the Court? Yes. Did you not receive the same amount from the time of the lease up to the time of the sale? Yes. Was it after the conversation in the office that you were informed your amount was expended? When Mr. Tanner came out I asked him. Did you at any time consent to receive £500 as your share. No. Was the £700 a mortgage on the Mahanga? Yes. How did you owe him £700? He said to mortgage it. Did you not owe him any money? Not when he asked me to mortgage. Whom did you get the flax machine from? Harrison. Where did he get it. From Mr. Watt. Was the price of that anything of the £400? It was so; but it was only £200. Had you at any time before the sale informed Mr. Tanner that you had authorized Karaitiana and Henare to sell? No. Are you quite certain Tanner informed you in Cuff's office you had no more money to receive? Yes. Do you recollect signing a deed to which you and your hapu were parties? Yes. Was it then the £400 went to Mr. Sutton? He received it before the signing was over. How was it you afterwards got hold of the £400? It was a demand to pay. When you found the £500 was not paid you went to Sutton? After the £500 to Harrison, I went to Sutton's house; he asked me, How much for Heretaunga? I said, £500. I said to him, I am very sad, only having £500. Sutton advised me to write to Karaitiana for money, and if I did not get any to ask Tanner. I agreed to that. Did you then get another £500? I told Sutton to write for £700. Was that what you considered you were entitled to? Yes. Sutton said, Leave it at £400. Had you ever agreed to receive £500 as your share? No.

Wi Hikairo.] Do you think Henare and Karaitiana's money continued to exist after the land was made subject to a grant? My idea is, that after the Crown grant we were all equal.

Apera Pahora sworn.

Mr. Sheehan.] Do you recollect the block going through the Court, and being leased to Tanner? Yes. When did you first hear after that time of any selling of the block? When Mr. Grindell came up to Pakipaki. For what purpose did he come up? He came up to purchase for Stuart. Whose share did he want to buy? Mine. Did he name any price? Yes; £1,100. For your share only? Yes. Was that refused? I told him I would not consent. After that what occurred? Mr. Williams, the minister, afterwards came up and asked us to sign a document holding on to the land. Do you recollect exactly what Mr. Williams said? He said for fear I should sell it for rum. Did he ask you to sell it at that time? He said Hamlin and J. Williams would come up to get my signature; he then went away. What happened afterwards? We were asked to meet at Pakowhai. Did you go there? Paramena and I went there in reference to a statement that I had sold to Stuart. Was Tanner there? Yes. Henare said it would not be well for any one to sell; he said any one who sold would be shot. I said, I did not know about selling land. What happened after that? We went back to Pakipaki, and after a good while we came into Napier to receive money from Campbell. Tanner said if I wanted anything for myself I might have it. The reason of his saying that was he had heard of my selling to Stuart. I said, Let the money for the rent be paid. He paid me £20. He asked for Rota Porehua to come; he belongs to my hapu. He gave to him £7. We went to Worgan's office to sign. Tanner said it was for a sale. Rota said he was sad, he was not willing, nor was I. He told Karaitiana and some other Europeans and Natives that he had given me £300. Karaitiana said, Was it correct about the £300? I said, I would not be able to take that money. After this Martyn Hamlin came respecting the sale at the Pakipaki. He asked me to sell. I said, If I do I will be shot. He said the amount was £13,000. Tanner stopped at Waitahora; Hamlin was the only one who came to me. Hamlin said all the persons of the grant had consented. I said, Who are they? and he said, Henare and Noa. I said I would not at all consent. He went inland to Arihi. I did not sign when he came from inland. Paramena came also, and said he had consented. I asked Tanner on his return from inland, why each person was to

Heretaunga.
Complaint No. 1
—*continued.*

get the said £1,000. I then agreed to sign. A good while after this Tanner sent a messenger to fetch us two. The letter said, If you two do not come in, the money for Heretaunga will not be placed before Karaitiana. We then came in; Harrison came in with us from Pakipaki. When we came in we went to Cuff's office, and were asked to sign. What took place at Cuff's office? There was no talk. What Europeans were there? Tanner, Cuff, J. Williams, and Hamlin; Hamlin was the interpreter. Were you asked to sign any deeds? Yes. Were they read over to you? All I know was I was asked to sign this document and that. What other Natives were there? Noa, Henare, Manaena, and Karaitiana. Did they all remain in the same room? Some time, and then Tanner, Williams, Cuff, Hamlin, Karaitiana, and Henare. What took place after the signing? It was said each person after the signing was to get £1,000. Was anything said about debts? To some of the others, not to me. Who said £1,000 to each? Tanner. Did you get any money there? It was written that Harrison should take care of the money for me; I did not receive any.

Mr. Maning.] When did Harrison first talk to you about it? Before the signing he spoke to Paramena, and Paramena agreed. He said the European was friendly, and we were to get a mill. Paramena said it was for himself only; I thought afterwards it was for both of us.

Mr. Sheehan.] Did you get any money over and above that? No. Was anything said about the balance of the money? There was only one word, that it was expended by the debts, £267 was the only money; I knew there was a balance due to me. Did you afterwards get any money? Only the mention of it, Tanner gave it to some European. Had you at any time previous to the sale authorized any person to receive the money. No. Had you given authority to Karaitiana or Henare? I do not know of such persons, they had their Crown grant and I mine. Did you do or say anything when you were told the money had gone to pay the debts? I did not believe it, as I knew I had no debts to Europeans. What was the result of your objecting? I knew within myself Tanner had the money. We summoned Tanner because he said we were to get £1,000, and we only got £500; there was £300 paid to Sutton; we said to summons him, but it was not so. We received £700 as the result of this, £300 of which was mine. Did £300 ever find its way to your hands? No. What became of it? Tanner gave it to Sutton. Did Sutton keep it? Yes. I said, Give me the money, and I will buy from you; he said no, leave it with him. I did not owe Sutton anything then; it was afterwards I began to get credit, when he would not give me the money. I had nothing to do with the mortgage of the Mahanga Block. You did not get £1 to spend? No. After that you signed another deed, of which your hapu was a party confirming the sale? I do not know. Did Mr. J. Williams and Hamlin come out with those papers? Yes. Did you sign? Yes, myself, Rota, and Pateriki signed. Did you not shortly after sign a deed selling Heretaunga to Tanner and others? No. Did you sign a document when you got the money. Yes. Where did you sign it. Here in Napier; perhaps Mr. Cuff was the lawyer, I think Mr. Edward Hamlin was the interpreter. Did they read over the deed to you: were you given to understand you were signing away your interest in the Block? No, he said it was on account of the lease I was signing. Were you offered more than £20 for yourself and Rota? I only asked for the money for the lease. It was shortly after this that Henare announced his intention of shooting any person who sold? Yes. Was Tanner present? Yes. I said I was not selling. Did Tanner object to that statement? I do not know of his objecting. It was not in reference to the sale to Tanner, but to the one to Stuart. There was a deed signed some nine months before the other conveyance in Cuff's office, by which you sold your interest in Heretaunga? When I received the £20, I signed a document about the lease. When Mr. Hamlin came out to the Paki Paki, was that the first you signed? Yes. Had you heard at that time that Karaitiana and Henare were getting much more than £1,000? No, it was a long time afterwards I heard that. If you had been told at that time that Karaitiana and others were getting that sum, would you have agreed? No. Did you sign the deed on the representation that each man was to get the same sum. Yes. Have you not seen him very recently in reference to this matter? Yes. Where did you see him? In the buildings below in Josiah Hamlin's office. What took place there? Tanner told me to agree that Karaitiana and Henare were to be the head of the other people; I said I will condemn yourself, and Karaitiana as well. How did you come to be in his (Hamlin's) office. They saw me, and asked me to go there. Where did they see you? At the hotel on this side. Were they in the hotel? I was there, and Hamlin came in to fetch me.

Apera Pahora recalled.

Mr. Sheehan.] State how the meeting took place with Tanner? I was going home, and Tanner asked me to consent that Karaitiana was the head; this was in the street. I was aware that he said, What are you afraid of? I then went to the hotel. Tanner saw Paramena; he sent Mr. Josiah Hamlin to fetch Paramena to go into Hamlin's office. How did you go there? It was after that Tanner and I went into the house to Hamlin's. Whom did you see? Mr. Hamlin, Tanner, and Martyn Hamlin. Paramena was there; they were talking, but Paramena did not agree. They said for me to speak about our agreeing that Karaitiana should have the management of Heretaunga. I said, I was not aware of that talk. Tanner said, Do not you remember our meeting at the bridge at Waitangi? I said, I did not know. I said, I will condemn, not only yourself, but Karaitiana. Tanner said, That is correct. Josiah Hamlin said, Why do not you consent to your leaving the management of the Crown grant to Karaitiana and Henare? I said, I do not know at all about those words. I said, If you persist in asking me to do this you will have to pay me. Tanner said, It will not be right after the talk. That would do. I said, Very well, I would go away. Paramena had then come to fetch me. Tanner, Paramena, and I then went away. Tanner said to Paramena, How is it you know me? Paremena said, I do not know of this talk. That is all I remember, other things were said. Where was the £20 paid to you? In Napier. By whom? Tanner. Where was it paid? The cheque was written in a house. Did you say anything about it? No. How long after did you sign? Another day. Where did you sign? At Mr. Josiah Hamlin's. Who were present? I do not remember. I do not know which of the Hamlin's were there. I think it was Mr. Edward Hamlin. Tanner said,

Heretaunga.
Complaint No. 1 *—continued.*

fetch Rota and Pateriki. When was this? After the £20 was paid; £7 was paid to Rota. What sort of paper did you sign? I do not remember. Was it like this (Deed of conveyance, dated 29th July, 1869, produced)? Perhaps. Is that your signature? Yes. Were any of the hapu there? I do not remember. I think I signed before they came. When Rota came £7 was given. They said I had sold my Crown grant. Rota said it would not be right; he came to say I had sold. I said, no. I said, I asked for money to be paid out of the lease; it was said at that time I had sold my share. Had you sold your share? No; what I asked for was money out of the lease. I never received the £750 named in the deed, I only received £20. It had been stated I was to be shot, so I had no desire to sell the land.

Mr. Tanner.] Do you remember Grindell coming to see you at Pakipaki? Yes. Did he not take you to the public-house? Yes? He told you he had come to buy your share for Mr. Stuart? Yes. Did you get some drink? Yes; there were twenty persons intoxicated. Before you commenced business did not you and Mr. Grindell both get intoxicated? Not when he spoke to me. What day of the week was this? I do not know. Was it on a Saturday? I do not remember. Were there many people present when you and Grindell were talking? I do not know of a number of persons; he was talking to me. Was there any one present? It was when we got to Havelock I told Paramena Grindell had come to buy Heretaunga. Did he take you to Havelock? Yes. Had you not some spirits when you got there? Grindell got intoxicated, and I and Paramena returned. Have you a clear remembrance of what took place? Yes. Did Grindell produce a deed on that occasion? No. How long were you at the public-house before you and Grindell got drunk? I was not quite intoxicated. Did you not take glasses directly you arrived? Yes. Did not Mr. Grindell produce a deed and ask you to sell for £500? No; he asked £1,100. Do you remember being asked to sign a declaration of trust to protect your land? Mr. Williams said for the hapu to sign. He had heard Grindell had gone up to purchase? Did you sign? Yes. Did you understand you were not able to sell? Yes. Do you remember coming into Napier two or three months after? Yes. Did you not see Mr. J. Williams? I do not remember. Did you not meet him by the Club? I only saw you. Somewhere about there did you not see J. Williams? I was intoxicated about that time. Did you not say, How is it Tanner will not buy my land; if he does not, I will sell to Stuart? No. Did you say anything like that? I did not talk with Williams. Do you remember my coming to ask you if you intended to sell your share in Heretaunga? You did not say that. What did I say? You said, Do not you want any money for yourself? You said, How much does Paramena give you. I said, Some years he gives me £30 and distributes £70 among the hapu. I said, Give me £20. You said for Rota and Pateriki to come. They came in and got their money—£7. Was there no talk about the sale? It was you who said to the others I had sold. Karaitiana said, Is it true you got £300? I said I would not be able to take the money. Mr. Williams came up and said, Hold on to your share. He said nothing further than what I stated. Do you recollect the time you signed the deed? That is my signature. I have no knowledge of the selling. When you got the £20, was that when you signed the deed? It was after the day I received the £20. Were Rota and Pateriki present when you signed the deed? It was on another day you paid the £7. I did not see it paid. You said Rota and Pateriki objected? Yes. Did I not tell Rota and Pateriki my object was to prevent the land being sold to any one else? It was a law at Pakowhai that any one who sold would be shot. Were you present when Rota and Pateriki signed? No. They did not tell me that they said the document was signed, and I had sold. Did I not tell them I should hold the document till all Heretaunga was sold? They did not say that or anything else. Did they not say they did not wish that interest sold till the whole of Heretaunga was sold? There was nothing of that said. Do you not remember meeting me at the Bridge at Waitangi? No. Do you remember telling me of your interview with Karaitiana? That was at Pakowhai, not at Waitangi. Perhaps so; but I do not remember, it was merely a question. Did you not say that Karaitiana was not willing you should sell, and that the share should revert to the tribe? No. Karaitiana did not say that to me nor I to you. Did you not say you were willing it should be so? No. (Deed of conveyance, dated March 16, 1870, produced.) Do you remember signing that deed? I do not remember. Is that your signature? I do not remember having signed; perhaps some one did it and said it was mine. Do you not sometimes sign your name and sometimes make a mark? Yes. What was the document you signed when Hamlin and I returned from Waipukurau? That was the selling. My name only was signed at the Pakipaki. Was not that the document you signed? Yes. Why did you sign then, as you were afraid before? It was said all had consented, and Paramena came and told me. I objected then, but when you came back from inland I consented. Do you remember coming in to sign the final deed of Heretaunga? Yes. Do you remember the debts being explained by Mr. J. Williams? There was nothing said about it then. It was after signing they were explained. Did you hear Paramena's evidence? He was angry when he heard there was only £500 for his share. Did you not hear Paramena say that the debts and accounts were shown to the different people? I did not hear Mr. Williams explaining. I only know of ours—that which Harrison had. Were you told Paramena and you were to have £1,000 between you? Yes, at Cuff's office.

Chairman.] What became of the balance of the money at Mr. Cuff's? I do not at all know. Did you hear what Karaitiana said about it? I did not hear; Paramena heard. What did Paramena tell you? Perhaps Paramena heard.

Mr. Tanner.] Do you remember Paramena objecting to his share? I was there when he objected. What did you do? I went to Sutton. Do you remember writing a document authorizing Sutton to act for you? Yes, I did that. And that I was to pay any further money you were to receive to Mr. Sutton? I did not say to pay to Sutton, but to myself. (Letter dated 23rd March, 1870, produced.) Do you remember signing that document? Yes. Was it not read over to you? No, I have just now seen it. Are you in the habit of signing documents without having the contents read to you? I know the words, but not how to write them. Did I not, at the meeting on Saturday, ask you to remember the meeting at Waitangi? Yes; and I said I did not know. Did I not ask you if Karaitiana and Henare had not sent for you to talk about the selling of Heretaunga? You asked, but I said I did not know. Did you not say that Henare had sent for you to go to Pakowhai? You said so, but I said No; we were all asked to go there. Did you not say Henare had said he would

Heretaunga.
Complaint No. 1.—*continued.*

shoot the first man who sold? Did they not say the selling of Heretaunga must be left to Karaitiana and Henare? We did not consent. Did they not say it was to be left to them? Not whilst I was there. Do you consider Henare and Karaitiana had the *mana?* As regards the lease. I had authority over my own Crown grant. When Henare made that statement did you object? Did not you say, When Karaitiana and Henare were willing to sell, you would agree? No. Did you say so to Mr. Williams? Mr. Williams and I did not speak those words. Why did you not tell me on Saturday that Mr. Sheehan was going to call you for a witness? You had known long before I was with him. How did I know? You spoke in fear, knowing I was to speak about Heretaunga. Will you swear that you told me you were going to give evidence in this case? I did not say so, but you knew it. I recollect I did say so. I said, When I came to give evidence it would be correct. Did you tell me you were going to give evidence for Mr. Sheehan? Yes. When we were riding along did I ask you if you would give evidence if called upon, or were you frightened of Karaitiana? You did not say that. Were you sober on that day? Yes. Did any one tell you to say you were going to give evidence for Mr. Sheehan? Had you a conversation with Henare last night? No. Has he told you to say anything in Court? I did not ask him to tell me, and he did not tell me.

Mr. Lascelles.] Have you made any complaint to the Court? No; I made one to Russell. Why did you not send yours, the same as Henare and Karaitiana? I sent it to Mr. Russell. Have you ever before the Court came complained to any one? We have always been complaining, those of us who received no money. To whom? Tanner and James Williams, to all the people of Heretaunga. Have you complained to Mr. McLean, Locke, Turton, or Sealy? No. When you thought you were defrauded you went to Sutton? It was only £300. Why did you not go again and ask for more? These words were not known, that there would be a commission. If there had been no commission you would have got all your money? They are all alike, the commissions in this place, where could we get redress? How much did you ask Sutton to ask for? £1,000. How much did you get? It was said we were to get £1,000 between us. Was that when you signed? I had signed, and then we were informed. Why did you not ask for more? Tanner gave the money. If he had given £1,000 you would not have asked for more? No; I should have been satisfied at getting what the others got. Do you know how much you had received before that? £267. How much Paramena? £500. Is that all you received before? £567, including Sutton's, was all I got; perhaps Paramena received £1,000. How did you make up the £1,000 Sutton asked for you? I asked £1,000 for my Crown grant, and I only got £300. Did you ever ask for the other £700? No. You have never complained to any one except Mr. Henry Russell? Yes. Where did Tanner first see you on Saturday week? The road near Mr. Cuff's. Did you go straight with Tanner? I went to the hotel. Did you go from the hotel to Hamlin's office. Tanner came and fetched me. Where were you? I was at the door of the hotel; I was not drinking. You are sure Tanner came for you? Yes. You said last night, Hamlin came and fetched you? It was a mistake. Where did you go with Tanner? Into Hamlin's house. Was J. Hamlin and M. Hamlin there? Yes. Was it then the conversation commenced? Yes. Who spoke, J. Hamlin or M. Hamlin? Both. Did they both speak the same words? Yes. Was Paramena present the whole time? I had been some time talking, and Paramena went away. When you were speaking to Tanner did not Paramena check you? Paramena did not speak; it was Tanner who said Paramena was very cautious with him. Who did you leave the office with? Paramena came to fetch me, and with Tanner. Did Paramena speak to you on the road about being cautious what you said? He was angry at my going there, and Tanner persisting in asking me. Will you swear anything else was said but what took place previously? That was what was asked. When Tanner and Hamlin asked you to come, did you object? No; I said, You will see some good words when I speak in Court. Did you not expect Mr. Tanner to call you as a witness? No. Did he say anything about it? I did not say anything. I said I would say words that would condemn him.

Mr. Sheehan.] The first thing you did was to sign the deeds when you went to Cuff's office? Yes. Was it then you were told you were to get £1,000 between you? Yes; when that was said my companion ran away; he was angry. Did you see any cheque in the room where the Natives were? No. Did you see any money on the table? No. Had not the whole of the grantees been complaining of the way the money went? Not the whole. Had you not had meetings about Heretaunga and other blocks? Not Paramena and myself. Had not the whole tribe had meetings about the blocks, and asking for the appointment of a Commission like this? Yes. Were you not aware these complaints were being investigated by Karaitiana and others? I had heard. Had you not been to Henry Russell in reference to your complaints? Yes, previous to the sitting, and subsequently. Were you satisfied with the share you got for Heretaunga, after you got £300 from Sutton? I did not get it. If you had received the £300, would that have been full satisfaction for you? If the £700 had been given to me, and that I got from Sutton would nearly have been the amount I was to get. Did not Paramena receive £100 of the rent? Yes. Had not Paramena a larger share than you? Yes; he had the largest.

Noa Huke sworn.

Mr. Sheehan.] Do you recollect the Heretaunga Block being sold? Yes. When was it you first heard of the sale of Heretaunga? I did not soon after that hear of the sale of the block; it was quite lately. What was the first thing you heard? It was after my signing I heard about the selling. Do you recollect Edward Hamlin coming to you. Yes; he said, I have come to get you to sign, all the people have agreed to sign the document—that is my signature (Deed of conveyance produced). For what purpose did you sign? I did not know. Was it read over? I do not know; perhaps it was. Was there any European along with Hamlin? No, he was alone. Did the document concern any piece of land? I remember nothing that was said on that occasion. Did you ask what it was about? I do not recollect what was stated. What is the next matter you recollect about? My knowledge of this is like the other. I saw Martyn Hamlin. I know of our going along the road; if he said there was another writing, it is so. Was anything said about your debts? I do not know. When did you first hear anything about your debts? It was when Martyn Hamlin, Peacock, and Maney came. I

Heretaunga.
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Complaint No. 1
—*continued.*

am clear about that. What did they come for? To speak about my debts, and also about my share of Heretaunga. What was said then? They came to show my debts and Renata's. Peacock mentioned my debts as £300. I said to Peacock, For what was all that £300? He said, You do not know; he did not tell me. Did you owe him any money? Yes. How much? I thought £200, not as much as £300. Did Peacock ask you to do anything about it? Maney asked me to sign Renata's name for his debts to Maney. What did you do? I said, You have come from there, why did you not get the signing from Omaha? I was at Owhiti. He said, I have come to you because the debts of you two are to be paid out of Heretaunga. He meant Renata's and my own; it would be for him to show it to Renata. I cannot say whether I signed or not, it will be for Maney to say so. Did you owe Maney that money (Voucher No. 1, £667, to Peacock)? No. Did Renata owe that? I do not know. Voucher No. 2, £345, read. These words were not first read; the signatures are mine. To whom did you owe money? Peacock only. Nothing to Maney? No. What is the next thing you recollect? Afterwards I went to Pakowhai; there was a talk about coming in here; that was when we came to get the money. When you came in, where did you go? To a building formerly used as a Land Court. Karaitiana, Henare, Manaena, Paora, and Paramena, were with me. Were there any Europeans there? I saw Mr. Cuff there. Any one else? Tanner, Williams, Martyn Hamlin, Peacock, Maney, perhaps that was all; there may be some I do not remember. Did you go inside the house? Yes. What was the first thing you did. I again heard from Peacock my debts were £300, and Renata's, £700. I heard also there was £1,000 for each person in the grant; we heard that in the room. I was angry at there only being £1,000 for each person. I spoke out, and asked why Arihi should have £2,500 and we only £1,000. I then said, in reference to Karaitiana, a portion of that money should be given to me. Karaitiana and Henare were in another room with Tanner and Williams. Cuff replied, You yourselves have agreed Karaitiana should be the head. I began to think, perhaps my friends had arranged that I was thinking about that, because I did not recollect that statement; we had signed the deed before this talk began, we were merely sitting in the room. I first heard of Karaitiana being the head was when Cuff spoke about it. Have you ever agreed that Karaitiana should be the head? No. What else took place? Williams said, Your money is expended, there is only £100 left. I said, Keep that for Renata. I went outside, I was vexed and angry. Had Renata any interest in Heretaunga? He is a cousin of mine; we were the same. Karaitiana asked me to remain. Respecting the money for the lease, I went back, he gave me the money for the lease. When you were objecting did any of your friends object? I know of Paramena's running away; it was when Tanner said, That was all the money for you, Paramena ran out. Did you see any money or any cheques? No, I do not know. What became of the £100? When I returned to my settlement I spoke to the people and to Renata, and I said, The money is all gone. I spoke to Renata about the £100. I remember, after seeing J. Williams, I said, Friend, where is the £100? Williams said Cuff said that I had signed, and it was given to my friends. I do not know Peacock and Maney in consequence of that. I thought it had been given to my friends. When the Commissioners first sat I saw Mr. Williams. I said, Friend, we two will talk to the Commissioner. He said, For what? I said, For my money. Williams said, The incorrectness of your talk will be seen in your writings before last Sunday. I saw Mr. Williams going out of the door. I went out to detain him, I took him out of the door. I said, Friend, who are my friends who are to get the money for me? He stood there; he said, Which money? I said, The £100 for me. He said, I do not know. I said, My thoughts continue to exist. He said, I will find out; he came into the house; I kept standing, and walking outside; that was the end of the talk. Were you aware, at the time of signing, Karaitiana and Henare were getting so much more? The signing was all done before we talked about the money. I did not hear about it. What money of Karaitiana's did you wish dividing? There was £1,000 in the land and £1,000 out of it. Had you known what these other people were getting, would you have signed? No; was I not disputing amongst ourselves? You had never been told up to that time what these parties were getting? No. Did you hear anything about what was to be done with the Karamu? Yes. What did you hear? It was a word perhaps of the Europeans, that all who were in the grant should be included in the piece. Our money going to Maney and Peacock was what Renata and I complained of. I have never received one shilling in cash. Have you ever received any account as to how this debt was made up? I do not know.

Chairman.] Did you hear Karaitiana say he would take the balance of the money? I am not clear of it.

Mr. Tanner.] You said you did not hear of the selling till quite lately? On account of people coming with so many documents. Are you in the habit of signing documents without knowing what they are about? Merely signing by the Maoris without knowing what they are about. I have knowledge about the missionaries, but not of these things. Are you in the habit of signing documents without knowing what they are about? At the time of writing I knew; but a long time after, who can tell? You did know when you signed? The words of those orders I do not know. Would you have signed if you had not known? The money in these are not the same as the amounts I named. I would not have signed unless they were explained. How do you know that was not the amount of the orders? I said at that time my debts were £200, and I say so now. I signed for what I know. Why did you sign if you objected to the amount stated in the document? It was not so read. Did you see the document? Not the words or the amount. When you signed, did you not put on your spectacles and read it? I do not know of these figures; why should I not know now if I knew then? When you went to Pakowhai did you go at Henare or Karaitiana's request? I was there living at the time. Did they ever send for you? They did not send for me. I heard of the selling, and I came. Who did you hear it from? From the others who had signed. Who were they? Karaitiana and them, after they had made the agreement about the selling. Did they tell you what the arrangements were? No. Did you ask them? No. Why did you go there? That was one of our places; I went backwards and forwards. I did not hear any words, and I did not ask. How did you hear how Karaitiana and they had arranged to sell Heretaunga? They have given their evidence about the signing and running away. Did you hear about it? They told me about it at every settlement. What did you say about it? Nothing. Why did you not speak about it, being a

grantee in the block? I did not say anything to them. Were you satisfied with the arrangement? I was agreeable to what they said about the selling. Did they tell you the terms? I do not remember. Do you mean by that you would agree to what Karaitiana and Henare had done? I agreed to their words only. Did you raise any objection to what they told you about the sale? [No answer.] Did you hear what the whole price was to be? I was not quite clear. Did you hear what each man was to get? Yes; I heard it was to be £1,000 each. Did you agree to that? I objected to Arihi getting £1,000. Where did you hear of that? At Cuff's office. Had you not heard long before what the amount was to be? No. Did you not hear about it when you were travelling about? No. Did not Karaitiana tell you? No. Did you not tell Mr. S. Williams you had met to talk about the sale of Heretaunga? No. Did you never tell him that Karaitiana and Henare had sent for you to talk about the sale of Heretaunga? No. Had you any conversation with Mr. S. Williams about the talking of the selling of Heretaunga? I have no recollection. Was the deed in Cuff's office read over to you? I do not remember anything else but what I stated. Did you sign a deed in Cuff's office? Yes. Did you sign a deed in Cuff's office? I do not recollect. Did you hear the amount mentioned, £15,000? If I had obtained my knowledge then, I should still recollect it. Did you expect Karaitiana and Henare would claim no more than the others? It is only here I have heard of those things. Did you think Henare would take more for his share than he would give Paramena? I did not think at that time it would be so. Is Henare entitled to a larger share than Pera Pahua? We have all heard this for the first time. Do you consider Henare is entitled to a larger share? I know of Henare; he had two sides which brought him on to that land. It is correct that he had a larger share than Pera. Had he a larger share than Paramena? No; they were equal. Than Waka? They were all of the same hapu. Than Karaitiana? Henare claims on Karaitiana's and also on Arihi's side. Who do you consider is the largest owner? They were all equal. Is your share equal to Henare's? I claim through another source; my land is separated. Would you have ventured to sell your share without the consent of Karaitiana and Henare? No. Was it understood no one was to sell without Karaitiana's consent? No. Did you know Henare had threatened to shoot any one who sold without his consent? I did not hear. Would you have agreed to sell to me without the consent of Henare? I do not know. Is not an order the same as money? No; it would be right I should get the money and pay the person I owed.

Mr. Lascelles.] You said you and Renata were the same? Yes. Would you give Renata money if he asked you? Yes. Would you pay those accounts for Renata? Yes. When you signed those orders, was it not read over to you—the amounts? Yes. Did you agree to the amounts being paid out of the Heretaunga money? Yes.

Mr. Sheehan.] Did you and Renata agree you owed Maney £345? No. Did you agree you owed this money to Peacock? No. Did you know how much was owed by Renata? No. Were you told how much it was? No; Renata will speak about it.

Wi Hikairo.] According to Maori custom, have Karaitiana and Henare any *mana* over your and Renata's land? No. Do you think, now the Crown grant is issued, they have *mana* over your share? No. What amount did you receive for the rent? £150. Some years Karaitiana would retain the £50, and only give us £100. According to Maori custom, were Karaitiana and Henare entitled to the whole? When the Crown grant was issued, Arihi got her own. The reason I explained about not selling without Karaitiana; I was not willing to sell. Who divided the rents? Karaitiana and Henare.

Tareha Te Moananui sworn.

Mr. Sheehan.] When was it first said about your sale of Heretaunga? After I had been two years in Parliament. Who first spoke to you about it? Maney, Peacock, and Tanner. Did they come down to Wellington when you were attending the Session? Yes. Who was it you first saw? The three came together. Where was it in Wellington they spoke to you? In an hotel. Did they come to see you or you to them? They came to me. What did they say? Edward Hamlin was with them. They said their coming was to ask me to give up my Crown grant of Heretaunga. I said I was not willing, on account of their work being wrong in coming to another place; that was all I said on that day. I ran away on that day. On another day I was fetched from my house at Te Aro. I came to their place in the hotel. Maney and Peacock came for me. I was led into a room in the hotel. The talk of those two commenced. It was the same as the first day. They asked me to consent to give my Crown grant. I did not agree to their talk. They asked me to consent that my debts be paid. They said if I did not agree perhaps a summons would be issued against me. They continued from after dinner till night asking me to consent. We dined, and then they continued. I was sad on account of the work of those people. I then consented that they should have my grant. At the time I consented that Maney and Peacock should have my land, I saw Mr. Tanner. It was the first time I consented. Tanner and the others talked in English and then they talked to me. I said, Have you finished talking; where is my strength, here you are killing me. Tanner said, It is well; the matter rests with you; you have consented. It was when we came down stairs I saw Tanner. Tanner's words ended. He first said, What is your thought about the money for the grant? I said, My money is £2,000. He replied he would not be able to consent to the £2,000. The money that was arranged for each person was £1,000. If you knew that was the money, why did you come down here to murder me; why did you not wait till I came back to my own place? We contended over it, and Mr. Tanner agreed to give £1,500. That was the end of the conversation, he having agreed to give £1,500. Mr. Edward Hamlin was the interpreter. The management of the £1,500 went to Maney and Peacock, and £1,200 went on each side. I asked for the remaining £300 to be left to me. I said to Tanner, You hold the £300; wait till I go back, and when I meet and ask you for it, give it to me. He consented, and said, It is well. The other three heard it also. Our conversation then ended, and we went to another room—myself, Maney, and Peacock, and perhaps Mr. Hamlin, as they were always together. When we got into that room Maney paid me £20 and Peacock £20, making £40. When the £40 was paid I said, Friends, let me have a carriage. Maney consented to that. They went down the street and the gig was seen, and in

Heretaunga.
Complaint No. 1 *—continued.*

the evening they came to Te Aro. They said they had seen the carriage, and purchased it. They said to me to go to the hotel. I said, What is the price of the gig? They said £100. After dinner I went to their house. They said, We must travel about in the carriage. We went to the house where the carriage was. I asked them to take charge of it, to come here to Napier; that is the end of my talk. I continued to think of my talk with Mr. Tanner about my £300. I signed a deed in Wellington. Hamlin interpreted the deed. I continued to think of the £300 and the £1,200 I mentioned. After the Session I came up here, and tried to see Mr. Tanner. When I met him I said, Where is my money? I saw him at Mr. Maney's. He said, We will talk by-and-by. I ceased to question him. He went to his own place and I went to mine. During another month I saw him again. I said, Where is my money I requested you to take care of in Wellington? I do not remember where this conversation was. In reply to that request of mine he said, Maney has got the money, and has written to me to say the money was to be given to him. I said, That statement is untrue. I said, Is it so; has Maney got that money? I then became angry with Mr. Tanner. I said that statement is untrue. I held on to my words till the Commissioners came, and then I saw Mr. Tanner. He spoke to me the same that I had consented that Maney was to have the money. This money was what I intended to distribute among the outsiders of my hapu. My idea after this is that my money has been stolen, and that the Commissioners should give me back the £300. I consider it is a murder their coming to Wellington, because I was living on another person's land, and their coming to kill me. Had you any one in Wellington to consult? I had no friends there, I was alone. Do you recollect speaking to Mr. Wilson about it in Wellington? I do not recollect. I remember speaking to Mr. H. Russell. I spoke to Mr. Russell, and he spoke to Mr. McLean. This was in Wellington, the same time. Did you owe money to Maney and Peacock? Yes. Did you know how much you owed these people when you left here and went to Wellington? I do not know how much. Did they show you any accounts? Yes; they brought them with them. Were they large accounts? Yes. Did they ask you to sign the documents? No. Did you know you owed £1,200 then? All the debts they informed me of were paid by the £1,200; that was my idea. Did you receive any papers showing the way the accounts were settled? Yes. Have you received any such papers since your return? No. How did you come to get the £20 from Maney and £20 from Peacock? I thought it was a present from them on account of my selling my Crown grant. When the £40 was paid I asked for a gig, and they consented. I did not ask for the £40. When they gave it they said, There is some money for your own use here. Had the gig been spoken of before? It was after the sale it was spoken of. How did you understand the carriage was to be paid for. Out of the money the Europeans had received—the £1,200, not out of the £300. I was not drinking during the Parliament. Did you at Wellington give Maney authority to receive the £300? No; I did not consent. Did you consent at any time after coming back? No. Have you received from any person an account showing how the money went? None from Maney and none from Tanner, who had charge of the money. Besides the £40 have you received any more cash? Nothing over the £40. Why did you consent in Wellington to sell the land? There were two days in which they were continually coming to me, and that is why I said I was murdered. Had you any thought of selling when you went there? No. Who spoke to you about being summoned? Maney and Peacock, and their interpreter; during that day it was mentioned to me; it was on the 2nd. Who did you understand was going to summons you? The persons who said so. That is what all the Europeans say.

Mr. Tanner.] Did you not see Maney and Peacock, and have a great deal of talk with them before you saw me? I said on the first occasion I was with Maney and Peacock. Had not the price been agreed upon between Maney and Peacock before I came? It was only my consenting, not the price. When you came you asked if it was finished. I said, No. After this was the arranging of the money. Did you not ask Maney and Peacock what you were to get? Yes; I said, What am I to get? They said they did not know what the grantees were to get; it was when you came I asked about the money; I asked £2,000. Did not they name £1,500 as the price? They merely mentioned that when I mentioned the £2,000. They said they were not able; it remained, according to your arrangement, at £1,500. Did they offer you less than £1,500? I do not know of that. Did I not ask you if you were willing to sell your share when I came? I said to you, It is gone. Did I not tell you it was your own act? You did not say that. I thought the work was yours, as you wanted Heretaunga. Did I not tell you Maney and Peacock had sent for me to speak about the matter? My idea is, you were the purchaser of that land, and Maney and Peacock only the agents to buy it. Are you quite sure the Mr. Hamlin (F. E. Hamlin), who was here just now, was the one who was with you in Wellington? If it was not him it was his brother. Were Maney and Peacock present when you asked me to keep the £300? Yes; Maney, Peacock, and yourself agreed to that. Did you not at that time give me an order to pay Maney £1,500? I said before I signed a document for £1,500.

Wi Hikairo.] Was there a document ordering Tanner to pay Maney and Peacock £1,500? I never signed such a document.

Chairman.] What do you mean by the management of the £1,500 being left to Maney and Peacock? [No answer.] Was the carriage given before or after the division of the money? Before. How did you expect it to be paid for? Out of the other money—the £1,200. If the £1,200 was owing for your debts and had been divided, how could £100 be paid for the gig? Did you understand the £1,200 was all eaten up before you got the gig? I know of that, but the £100 came of the £1,000. The money was divided. Are you quite certain you have asked me for the £300 since your return from Wellington? I did not go to your place; I saw you outside at the bridge. Will you swear you spoke to me about it since the Commission sat? Yes, outside on the grass; there were other persons present, but they did not hear. Did you not only ask me for a suit of clothes? It was you asked me to have the clothes. Did you intend to make the complaint before this Commission? It is during the time I have been listening to the Commission. Who recommended you to bring this matter forward to-day? It was my own thought.

Mr. Lascelles.] How long ago is it since Mr. Tanner told you that he paid the money to Maney? I do not know how long, it was since Karaitiana was in Parliament. Did you go to Maney and ask him

for the money? No. If he comes and asks you how it is gone, will you say it is untrue if he says it is shown to him? If he says so, I will say he did not show me. Do you know, if a man takes your money, you can go to Court to get it? That might have been done if I had gone to Maney. Have you ever spoken to Mr. Locke or McLean about it? No. Are they your friends? Yes. Have you ever mentioned this to any one else besides Mr. Russell? Only Mr. Tanner.

Mr. Sheehan.] Was there talk about others of the grantees having sold. No; I was the first. What rent did you receive before the sale? £100 per annum. From whom did you receive it? The persons managing the lease and the money; and when they received the rent they used to send to me and give me the money to divide amongst ourselves.

Rota Porehua sworn.

Mr. Sheehan.] Are you one of Pahora's hapu? Yes. Do you know any circumstances of a deed of trust being executed by yourself and Pateriki? On a Friday, Tanner asked me here to fetch Pateriki from the Pakipaki. How was it you were in town? I followed Paramena and Pahora. What did you do when you came in? On Saturday, Pateriki and I arrived here. Did Tanner tell what you were to fetch Pateriki for? He only told me to fetch him in. When we came in we went to Edward Hamlin's office; he was writing a document. Had you got any money at this time? After I had been standing a good while Hamlin opened the document, and said it was a document selling Heretaunga; and I would not agree. I said I was not willing to sell Heretaunga. He said it was for the selling of Henare, Manaena, Karaitiana, and Tareha; that was all he said, and I went out followed by Tanner. Tanner gave me £7 on account of the rent; he said there was £700 remaining for Pahora. Did you sign any document expressing your consent to the sale? I do not know. (Deed of conveyance dated 20th July, 1869, Apera Pahora to J. G. Gordon and others, produced.) Do you recollect any such document? I do not know how to write. Were you asked to sign? I do not know. Did you see Tanner or any Europeans about it? No, not until now. Was anything said as to any share you might have? There was nothing else by Tanner, except there was £700 for Pahora. [Hamlin said in the event of those persons selling.] No European came afterwards about the selling of Heretaunga. Did you afterwards sign another document? I did not sign, and I did not go to the other signing. I did not come to Tanner to sign any other document. Did you not hear that Heretaunga had been sold? I merely heard by chance that it was so. How much did you get out of Heretaunga? I got nothing. Did you not, a long time after, sign a document about Heretaunga, of which Mr. Worgan was the interpreter, and Mr. Sutton the witness? I have no recollection of Worgan asking me; that is his own talk.

Pateriki Rehua.

Mr. Sheehan.] Are you one of Apera's hapu? Yes. Were you asked to come into town by Rota? Tanner sent him for me, and I came in. What place did you go to when you came in? I went to Worgan's house. What persons did you see when you got there? Tanner and Edward Hamlin; those are all I know. What took place there? I do not know of the words that took place; I remained there because of the £7 for myself and the old man. Did you sign anything there? No. (Former deed of conveyance produced.) Is that your handwriting? It is like mine, but is not mine. Do you recollect signing any document like that? I do not know. What did you do with your share of the money? I did not receive any.

Richard David Maney sworn.

[This witness for respondents was called before complainant's case concluded, as he was about to leave the Province.]

Mr. Tanner.] Do you remember telling me you were going to purchase Tareha's interest? Yes. Mr. J. M. Stuart commanded me to purchase one or two shares in Heretaunga, and he gave me £2,000 for the purpose. I was aware at the time that Tareha's share could be bought, and I believe another man's, Apera Pahora's. Tareha was in Wellington at the time. Mr. Peacock, whom Tareha was indebted to at the time, accompanied me, with an interpreter, to Wellington. It occupied several days. You were not present on any of the occasions. I had seen you in Wellington, but we had never had any conversation about it. The negotiations with Tareha, which occupied two or three days, resulted in his agreeing to sell to Peacock and myself his share for £1,500, for the purpose of paying Mr. Peacock's and my own jointly. When we had received Tareha's consent to the sale, I saw you in reference to the matter. At first you objected to the price, saying it was too much, and said that you did not think you could give more than £1,000 or £1,200 for the share. I then told you that Tareha had agreed to sell his share for £1,500; and, unless you were prepared to take it, there was another person for whom we were acting would take it at the amount. We did not wish to purchase it ourselves, we merely wanted the sums due to us. In order to prove it was so I produce my pocket-book, showing Stuart's cheque for the amount. You ultimately agreed to the price. Peacock received £750, and I £750, upon Tareha's request. Did I not require an order from Tareha to pay you the amount? Yes; as far as I can recollect. Was there any mention made of outsiders? You stipulated that Tareha's people were to get some of it. I said the debt had been incurred for Tareha's people, and that they would get some of the money. Did I ask to have the deed indorsed? Yes; and it was so. What did I say in reference to the matter with Tareha? It was a long conversation you had. I am not aware of it. Tareha said that Peacock and myself had worried him about his debts, and that he had sold his share.

Chairman.] Do you recollect about a gig? Yes; it was bought a few days after. The £1,500 was paid in Wellington. Did you hear Tanner undertake the charge of some money for Tareha? No. Was Tareha aware the whole of the money went to you and Peacock? Yes; because he gave an order. Tanner was at the Metropolitan, and Peacock and myself went up from our hotel to the one Mr. Tanner was at. Tareha was not present at the bargain. I am not aware that Tareha had any bargain with Mr. Tanner about the price of his share. Who was the interpreter? Martin Hamlin. How did he happen to be there? We took him with us. When did Mr. Tanner come?

Heretaunga.

Complaint No. 1. —*continued.*

As far as I know he did not come with us. [Corrected by witness, *post.*] Who engaged Martyn Hamlin? Mr. Peacock and myself. For what purpose? For this negotiation. Did you hear of the arrangement that Tanner was to take care of the £300. No; the only stipulation was that the money should be divided between us. We should buy him a gig, send it to Napier, give his wife a small sum on our arrival at Napier, and him a small sum in Wellington. I cannot recollect the amount I gave him without reference to the books. Have you never heard of this £300 before? No; I placed the £750 to Tareha's account.

Richard David Maney—Examination continued.

Correction of yesterday's evidence.—Tanner did come up to Wellington in the same steamer with myself and Peacock.

Mr. Tanner.] After Stuart had given me £2,000 I was in a position to treat with Tareha. Mr. Peacock and myself went to Petane, where Tareha was staying. When we spoke to him of his sale of Heretaunga, he agreed to sell, and gave Peacock and myself a written agreement in Maori. I think it was a month or two months previous to Tareha's going to the Assembly; it was the year after the transaction of Waipiropiro. I spoke to you before I went down on the subject. I remember that you expressed a little doubt as to our getting Tareha's share; indeed, we had it at that time; in fact, I could have bought it before going to Wellington; he would have agreed. The conversation with Mr. Tanner was a week before we went to Wellington. (Order in Maori, dated 20th July, 1869, for Tanner to pay £1,500 to Maney and Peacock produced.) I remember that document. I saw it signed by Tareha. I think it was signed by Tareha; the preparation of the deed occupied a day.

Mr. Sheehan.] You said yesterday you were commissioned by Mr. Stuart to purchase Heretaunga, and you had the money to do so? Yes. Were you to receive a commission? If I succeeded I was to have a commission. Were you accompanied by an interpreter when you went to Petane? I cannot exactly say. The letter, I believe, was written by Martyn Hamlin. Was it in consequence of the arrangement with Stuart you turned your attention to purchase Tareha's share. Certainly. Did you tell Tanner you were going to buy? No. You told him? Subsequently. How long before you went to Wellington did you first tell Tanner? It might be a week, a fortnight, or three weeks. Did you tell Tanner you had bought and were going to Wellington on the same day? I told Tanner I had purchased Tareha's share, and if he did not buy some one else would. Was there any qualification in your commission with Stuart? Why did you go to Tanner? In the strict sense of the word, I did not undertake the commission to Stuart. I mean that if I could not purchase Karaitiana and Henare's share, it would not have been any good. When you received £2,000 from Stuart, what were the qualifications? Mr. Stuart's positive instructions were, that if I could not see my way clear to purchase other shares I was not to do so, but I was at liberty to use the £2,000. Were you instructed to purchase two shares or the majority? My positive instructions were to purchase a majority, and if I could not I was to be debited with the money. In consequence of that did you not go to Tareha? Yes. This was just before you went to Wellington? It might have been a week or more. What was the next step you took after seeing Mr. Tanner? I think Mr. Peacock must have seen Tanner. Between the interview with Tareha and seeing Tanner, had you seen any other persons in reference to the purchase of shares? No; I think not. What did you go to Tanner for? I met Mr. Tanner. I do not know whether it was myself or Peacock. What subject was broached? I should think Heretaunga would have been the principal subject of conversation. Did you mention to Tanner you had acquired Tareha's share? I am not certain. I do not remember the circumstances. Before meeting with Tanner had you gone to Stuart? I do not know he was in Napier. Did you inquire whether Stuart was in Napier? No. Or inform him of the progress made? Certainly not. How long before the arrangement with Tareha did you get the money? I do not remember. Did you get the money from Stuart himself? Yes. It was while he was on the visit to Napier? Yes. Was it a short visit? I do not know. Had you the money when you went out to Tareha? I believe I had. Was the negotiation with Tareha the first step you took in carrying out Stuart's instructions? I am not certain. Do you think you had taken any other steps? I do not know. You said you knew Tareha and Pahora's share could be obtained? I heard Apera Pahora's could, but I did not go to see. Had you seen any of the other grantees in reference to their shares? I do not know that I had. Were your instructions to purchase a majority of the shares? Yes. You had not ascertained that the other grantees would sell? I knew they would very soon have to sell. After you acquired Tareha's consent you felt at liberty to communicate with Tanner? Certainly. What did he say? As near as I can remember, Tanner said if we could purchase Tareha's share he would purchase from us. Was anything said as to a price? Yes, I think so. What price was mentioned? I think Tanner said he could not go over £1,000 or £1,200. Did you undertake to buy Tareha's interest for Tanner? No; as far as my memory goes, if we purchased a share we did not want to keep it. Did you see Tareha again before going to Wellington? I do not remember. Why did you not go before he went? I do not know, except to please myself. It was not to make a better bargain? No. Had you more than one interview with him in Wellington? I may have had. Did you inform Tanner you intended to go to Wellington to conclude the matter? Perhaps. Where was Tareha when you went to Tanner? I do not know. When did you ascertain from Tanner he was going to Wellington? About the time I was going myself. Was it not arranged that he was to go to Wellington? Yes. When was the arrangement made that he was to go to Wellington? Possibly a week before. What were the terms of the arrangement as to Mr. Tanner, Peacock, and your own expenses being paid? The arrangement was, if he purchased Heretaunga he was to pay our expenses; and if he did not, we were to pay his. Mr. Hamlin went also? Yes. For what purpose? For interpreting. Who was to pay Hamlin's expenses? Peacock and myself; we employed him. Do you recollect what Hamlin's expenses were? It cost me, I should say, £25. Was he paid by the day? Yes; £2 2s. a day. How long was he absent? I could not say. Why did you take him when you could have got one so much more cheaply? I do not know. You preferred to take Hamlin to getting one in Wellington? Yes. Can you give any other reason? No. Was it not arranged that Tanner was to get the share? Mr. Peacock nor myself did not feel bound to sell to Tanner; Peacock wanted us to keep it ourselves. How long did the

Heretaunga.
Complaint No. 1
—*continued.*

negotiations take? I should say two or three days. Did you disclose to Tareha the fact that you had offered it to Tanner? I am not certain; I should think as a matter of fact he did know. Was he aware before you went to Tanner? Yes. Was it before Tanner came Peacock expressed his unwillingness to sell? Before. What took place after Tanner's arrival at the hotel? Tanner had some conversation with Tareha, and asked if he agreed to the sale; the conversation might have lasted five minutes or a quarter of an hour. Did not Tareha ask Tanner to give him £2,000; will you undertake to say he did not? No; I will not undertake to say so. Did you see any other person while in Wellington about the sale? I do not remember. Did you see Ormond? I am quite certain I did not. What further took place? There was a general conversation. What was the conversation which occupied three-quarters of an hour? [No answer.] Had you taken any accounts to Wellington? There was no occasion, I had his promissory note. Will you undertake to say whether the order was written at the time? No; I cannot. My reply to Tanner was they had already got mine. I had fenced in the reserve, and paid for the posts, wire, and labour; this was Tareha's stipulation. Were you present at the signing of the deed? Yes; I was. Where was it signed? I think it was signed at Osgood's. Was there any solicitor present? I do not know; there might have been. By whom was the deed prepared? I do not know. I am not sure we saw Tanner the same day or the following day; I think it was after the signing the deed I saw Tanner. Do you say any portion of the compensation money was received by Tareha? I never heard so. When you went to the Metropolitan, did you tell Tanner the price you had agreed upon? Yes; the substance of the conversation was that Tareha had agreed to sell for £1,500. For what was the order to Renata given? For payment of an account. Who obtained the order (No. 1)? Edwards Hamlin and myself went to the pa. Whose signature did you get first? I do not know. Do you recollect Noa's signing? I recollect Hamlin explaining, and Noa signing. What took place the time the order was taken? That the money was to be taken out of Heretaunga. Did he make no objection to the amount of his account? None whatever; if he had objected I should have remembered it. Was the order in favour of Peacock signed at the same time? Yes; Edwards Hamlin was the interpreter. Did you hear the conversation about Peacock's account? I heard some talk as to the amount of his account. Henare Tomoana's dealings were not large? No; small.

Voucher No. 8, £87 10s., £53 10s. (Henare). I was paid by Mr. Tanner. Did you ever lend Waka Kawatini £100? No.

Chairman.] What was your real motive for offering the share to Tanner? I have always held, as a settler of Hawke's Bay, it would be a betrayal to purchase land from a Native over the head of a person occupying the land; I have never purchased a share from the Natives that I have not given to the occupiers of the land at the same price as I bought it, and in no case have I received a bonus except from the Messrs. Russell in the matter of the Tunanui. At the time you purchased Tareha's interest in Wellington, had there been any revocation of the instructions by Stuart? No. Did you tell Stuart you had those scruples? No. Did you leave him under the impression, you would use your best endeavours to transact this transaction? Yes, and I did my best to do so. Have you since the conclusion of the matter, furnished Tareha with an account of the money received by him out of the money of the Heretaunga? By his going over the accounts with me from the books and received his promissory note for the balance. You received an order of Manaena Tini, for (Voucher No. 4,) £62 19s. 6d., what was it for? For the current account. Do you consider that Peacock would have been entitled to retain his half share against Tanner.

Mr. Tanner.] Were the orders read to Noa before he signed them? Yes. Was he perfectly satisfied with the arrangements? Yes.

Wi Hikairo.] Do you see Tareha's name to the deed. Yes. Who signed it? Do you think the interpreter wrote it? I should not think so. You were present when it was signed? Yes. How much did Stuart agree to give for each share? It was understood that some shares would be very high and others got for very little. Did Stuart know that? He knew we would have to give a good deal for Karaitiana and Henare. Did you see Peacock's account? No; we were not connected in business over and above the £1,500. Did you get any commission or bonus from Mr. Tanner? No.

Renata Kawepo sworn.

Mr. Sheehan.] Do you understand that voucher No. 1, £667 12s. 8d., and voucher No. 2, £345, were to be taken out of Heretaunga? Yes. Do you wish to say anything to the Commissioners in reference to these two orders? [N.B. The orders appeared to be signed by Noa Huke and Renate Kawepo.] My beard was not grey when I first knew Maney. It was then the Europeans obtained the knowledge of my writing. That is why I say the letters are mine, but it is not my writing.

Noa Huke recalled.

Chairman.] Do you recollect meeting S. Williams soon after his return from Wellington, a little before the sale of Heretaunga? I do not remember. Do you recollect him going to Wellington about the time Tareha's share was sold? I do not quite know of his visit to Wellington. Did you ever mention that Karaitiana and Henare had spoken for you to Mr. S. Williams? I do not know. Do you think it likely you would tell Mr. Williams? If I had heard those words I would speak of them. I have no recollection now.

Rev. Samuel Williams sworn.

Mr. Sheehan.] I am a relative of one of the purchasers of the Heretaunga Block. I have an interest in it myself, along with Mr. James Williams. It is a considerable interest. Did it begin with the lease? It was an open question at the time of the lease. I had the option of going in at any time I pleased. Was it spoken about at the time? Yes. Had you money in the speculation? Yes. Who were the Natives who asked you to go into it? Karaitiana, who was spokesman, asked me to share it with Mr. Tanner in the original lease. I declined. After pressing me for some time, I asked them to allow me to name James Williams. They agreed to J. Williams joining Tanner in common with the

Heretaunga.
Complaint No. 1 —*continued.*

other gentlemen. I asked if they would allow J. Williams. Do you recollect the time the land went through the Court? I was never present at any of the discussions in putting it through the Court. Do you recollect being applied to by Karaitiana for advice as to putting the lands through the Court? Yes. Do you recollect Karaitiana saying he feared that the putting the land through the Court would facilitate the Natives in disposing of their interest? I have no recollection of Karaitiana asking me any question. Will you undertake to say he did not apply to you on that point? I have no recollection of his applications on that point; he did on others. I pointed out a Native would be in the same position as a European. If Karaitiana were to state he did so apply, and you told him the individual members could sell, how would you reply? I never led Karaitiana, or any grantees, to suppose they could not sell. I strongly advised Henare Tomoana to subdivide Heretaunga before passing through the Court. I also advised them, if they wanted to sell not to let it, as it would interfere with their sale. I advised Karaitiana. This applied generally to every block. After the land went through the Court and a lease was granted, what was the first you heard of any grantee disposing of his interest? I am not quite certain; I think it was Waka. Henare told me Mr. Smith told him individuals could not sell without the consent of the others. Karaitiana urged me to accompany him to see there should be no mistaking. I had no intention of taking any part. Did Mr. Tanner consent to Mr. James Williams' name in the lease? I cannot say positively; I think the lease was in Mr. Tanner's name. Did you acquaint Mr. J. Williams with the fact of Karaitiana's offer? Yes; I may have told him it was an offer. You were aware there was an objection to the selling of Heretaunga? Yes. That Karaitiana and Henare were opposed to it? Yes; I should say all the Natives were averse to the selling of land. You took a great interest in Waka's selling? I strongly remonstrated with him, pointing out he had no business to sell without the consent of the others. I believe I heard it from Te Waka himself. Had you any conversation with the lessees of the block as to Waka's sale, and what steps should be taken? I do not recollect speaking to the other lessees. I spoke to Mr. Wilson. You were instrumental in procuring a solicitor to look into the matter? I saw Mr. Wilson several times in reference to Waka's sale, and the other grantees. I have no recollection of writing in the matter. What reason had you to take such an active interest? It was excluding the others from their share in the land, and that it was a very peculiar transaction. Did you hear what became of the action? I heard it had been set aside. Did you hear subsequently to that the intention of the lessees to purchase Heretaunga? I heard afterwards. Did you never directly or indirectly hear that it was the intention of the lessees to purchase? Never. When you heard of the sale by Te Waka did you make any inquiries as to the matter? No; I thought he was better off. Do you remember after that calling upon Paramena and Pahora about their interest? Yes. I was merely travelling home. I had promised, I think, Mr. J. Williams to see them. I had been in conversation with Wilson, who had recommended that the grantees who were likely to make away with their property should be induced to sign trust deeds for the benefit of their hapus. Did you see Mr. Wilson first, or J. Williams? I think Mr. Wilson. Why did you go to Wilson? We had often talked over the matter. Did you tell Mr. J. Williams that you would see the Natives? Yes. Where did you see him? I think in the street. He asked me to see them, and he was coming up with the deed the next day. Did he give you a reason for wanting to get the deed? I cannot say. I heard Pahora was being induced to sell in a public-house. I am not certain who I heard it from. Was it not put to you that these people were likely to sell, and that it was necessary for the trust deed to be signed? I do not think it was put in that light to me; I am not sure. What was the message? To ask them to sign the deed of trust. Were you asked to give them the message, and to use the influence you possessed to induce them to sign? I was asked, and I did use the influence I possessed. The reason I gave the Natives was because they were drinking a great deal, and my position amongst them warranted me to interfere. I have always objected to single grantees selling their interest. Has it not always been an objection to the selling by one man? Yes. Did you see only the Natives themselves or the hapu? There were several of them present. Did you give them the purport of the deed they were to sign? I explained it to them. Did you say how far the others would be benefitted? I cannot say I did. They agreed to act upon your advice? Yes. Had you heard of Mr. Stuart being in the field as a purchaser previous to this? I believe I had heard. Did you not think that persons acquiring the freehold interfered with the lease? Yes. Do you hold that persons having a lease had a pre-emptive right? No.

Rev. S. Williams recalled.

Correction of yesterday's evidence.] I had no interest in the lease. I had nothing to do with the negotiations of the purchase. The proposal made by Karaitiana that I should take a share was after the lease was executed. I was told that Pahora had offered his share for sale in the street, and I heard a gentleman state he could at any time purchase it for a mere song. The reason I made no remark about Waka's selling was, that I was weary of talking to them. I had spent a considerable time in advising the Natives not to incur the debts, and not to mortgage the land, pointing out the serious consequences which would follow such a course. Many of the Natives I had so advised mortgaged their properties; and in some instances I was told it was no business of mine, and that they wished to do as they liked. It is just possible I may have given Karaitiana that opinion, whilst I have no recollection of doing so. I was surprised that an individual grantee could sell his undivided share in the grant.

Mr. Sheehan.] After the trust deed, what is the next circumstance? I am not sure whether it was before or after the deed. I was aware of Tareha's sale of his interest. Were you aware from any of your co-lessees of Tareha's sale? I was in Wellington at the time Mr. Tanner informed me Tareha's share was in the market. Were you aware Tanner was about to purchase? I was. Did you see Tareha on the subject? I did not. You are well acquainted with Tareha? I am. Did you make any suggestion to Tanner about purchasing single shares? I heard Mr. Ormond give him advice; I am not aware I gave any advice. The Natives having incurred such heavy debts, I felt it impossible to be any assistance to them. Mr. Ormond advised very strongly that Tanner should recommend Tareha not to sign any document whilst in Wellington. He should be allowed to return to his own people before he signed. This was in Wellington. I happened to meet Ormond

and Tanner in the street. It was all that passed. I might remark further that Ormond asked Tanner to see McLean, and ask him to use his influence to prevent a sale. Did Tanner promise to do so? No. Did he object? No. You were aware before you left Wellington that Tareha's share had become the property of the lessees? The next time I met Mr. Tanner he mentioned when he got to Tareha he found he had either agreed to sign or had signed. I fancy it was the next day. I was on my way to the Native Land Court, as near as I can remember. I was told by Tanner before I was aware. What time did you leave Wellington? I was detained a fortnight after attending the Land Court. You left while the Parliament was still sittting? Yes. You say you saw Mr. Tanner and Ormond, and afterwards Tanner; are these the only occasions you met? I cannot remember whether I met them or they me. I have carefully abstained taking any part in the purchase of Heretaunga beyond trying to prevent the Natives selling as opportunity offered. Trying to prevent them till this time? Until they told me they were so heavily involved they could not help it. I had pointed out to Henare and Karaitiana repeatedly that if they persisted in erecting so many large buildings, and incurred so many liabilities, they would have to part with their lands. In one instance, in trying to deter them, I mentioned it would lead to the loss of Heretaunga. I prevented Henare signing a contract for the erection of a large wooden building. This was prior to the negotiations with Tanner. When was this? It was most likely both before and after my return to Wellington. I advised him to be satisfied with a small cottage, where he could get clear of his liabilities. Henare promised he would do so; but within, I think, a month, he signed a contract for the building he is now living in. After you returned from Wellington, what is your next recollection; did you hear of Pahora having sold? I have no distinct recollection when I did hear. Was it before the final deed of conveyance? I believe so. From whom did you hear that? I am not certain. I think it was from the Natives. Can you say whether you heard it from the lessees? I have no recollection; I may have. Did you hear the price named? No; I am ignorant of that. You had conversations in reference to their liabilities? I had, of a general nature. They laid before you the fact as to some of them being heavy in debt? Yes. Did you ascertain the state of their indebtedness? I did not hear many of them were very large. Did you make any inquiry? I cannot say I did. I made more inquiries at a former time, when it was possible for me to assist them. Their fear was their liabilities would eventually bring about the disposal of the Heretaunga Block? Henare and Karaitiana more particularly. Did you advise them on the occasion? Henare mentioned on one occasion that he was hesitating between the sale of Heretaunga and other blocks in which he had a claim. I do not recollect any particular advice; but he should make the best arrangement he could, and not sell more of his land than he was actually obliged to. Do you know whether they were aware you were beneficially interested in the block? They always spoke of it so. Who? Henare and Karaitiana more particularly. Did you ever inform them so? I am not aware I did. Can you say whether the Natives spoke of you as an owner, or simply as having an indirect interest as a brother of one of the lessees? The Natives never raised the question. They did not draw the distinction. They spoke of me as having an interest. You did not make any inquiry as to their indebtedness? I do not remember more than that some of them were very large. You did not look favourably on their disposal of the block? I was very sorry to see them parting with it. It was not an unusual circumstance for the Natives to apply to you for advice? The Natives felt they had got into these difficulties through disregarding my advice; latterly it has been unusual. You mean after the sale? No, before; they had been formerly in the habit of consulting me. They had been in the habit of consulting you? Yes. When they found they were in difficulties they came back to you? No; they found they had got beyond my reach. The sum of your advice was they should sell as little as they could, and make the best arrangements they could? Yes. When did you first become aware the lessees had determined to become possessed of the freehold of Heretaunga? It would be difficult for me to say. I should think it was some time after my return from Wellington. Can you not state the time more exactly? I think the next time the subject came before me was when I was visiting Omahu district. Having been at Pakowhai for some weeks (I came back from Wellington about a fortnight after my conversation with Tanner), I asked Noa Huke if he had visited Pakowhai lately. How long was that after your return? I would not venture an opinion. Were you in the habit of visiting Omahu? Yes. How often in a month? It was sometimes two or three months before I went there. I won't say this was my first visit after my return. Were you not aware of the intention of the lessees to purchase the block? I had a general idea they would when opportunity offered. I saw they had purchased Tareha's share; there was very little doubt they would purchase as opportunity offered. You must have met Mr. J. Williams or others of them? Most certainly; I often met them. Were you informed of this? I have no recollection; no doubt it was mentioned. When you went to Omahu, were you aware the lessees were determined to embrace every opportunity of purchasing Heretaunga? Most likely I was. As one interested, did you offer any objection to the course? I have before said I took no part in it whatever. Did you know of the fact that Mr. Tanner had begun to visit Pakowhai with the view to negotiate the purchase of the block? I did not hear at the time. I knew he did visit Pakowhai. From whom did you hear? Both from Tanner and the Natives. It was before the conclusion of the business? I have no doubt I did hear before the final conclusion of the business. Did you hear the result of the earlier negotiations? The result was, I was told the Natives had signed to Mr. Tanner. What Natives? I heard it from Mr. Tanner and the Natives; from Henare more particularly. Do you remember Karaitiana going to Auckland? I do. Karaitiana and I were hardly on speaking terms. I recollect his going to Auckland before the final conclusion. Was it before or after his return you were informed of the sale? After. I was informed by Henare that Karaitiana had sold. Were you aware that Henare was pressed to sell during the absence of Karaitiana? I have no recollection of that. You will not undertake absolutely to state whether you heard? I think I should have remembered it. When did you hear of Alice having disposed of her interest? I heard it shortly after the transaction. After the first sale? Yes. You heard that about the same time you heard the intention of purchasing the interest? Yes. You were aware at this time that Tareha and Alice had sold? Yes; I would not be quite certain whether Pahora had sold at this time. Did you hear of the final

Heretaunga.
Complaint No. 1 —*continued.*

sale by Pahora before the sale by Alice? I cannot charge my memory. You were aware of Tareha and Alice's share? Yes. You have no doubt the lessees had made up their mind to acquire the freehold? As opportunity offered. Did you hear of the great difficulty of getting Karaitiana to accede to the final conveyance? Yes; I cannot say what was the difficulty. I would not say whether the difficulty was price. I heard Karaitiana was going to sell. I would not say whether it was by him or through Henare. You observed a strict neutrality at this time? Yes. You did not advise the lessees not to buy? Certainly not. Have you been a long time resident in this part of the country? About eighteen years. You have had considerable experience in leases, buying and selling land? Yes; I have had considerable experience. You have sufficient experience to give an opinion as to the value of the land? Yes. Also for turning land into account for agricultural purposes? Yes. You have a good practical knowledge of sheep-farming and agriculture? I have my own opinion, and I have experience. You are acquainted with the block? I know portions of it. I have a general idea of the acreage. The land you have been over is very good land? There is a great variety; some very bad, and some very good. The sand and shingle beds you describe as being bad? Yes; there are also swamps, which are valueless without the expenditure of large sums of money, on the portion I saw. In the vicinity of the Native reserve, are there not large swamps? It commences at one end of the reserve. Is not that the only large extent of swamp on the block? No; there is also another one on the other side, but now I think the swamp is nearly drained. I am not aware how far the swamp was drained at the time of the sale. I have passed through some of Mr. Tanner's pasture lands lately. I should say this block had an unusually large space of swamp, and that the original occupiers were ridiculed at going to occupy the land.

Mr. Tanner.] Will you explain? I was present at the signing of the lease at Karaitiana's request; it was on a Monday. Karaitiana said he did not wish there to be any misunderstanding. What position did Karaitiana and Henare assume in relation to the block? They assumed the control of the block. Were you aware the deeds of trust would militate against ourselves and Mr. Stuart? I do not see the difference. It was not to prevent them from selling to Stuart only? It was to prevent them squandering their property without reference to any purchaser in particular. Was your conversation with Noa in reference to Heretaunga? I stated I had not been at Pakowhai for some time. I asked Noa as to the welfare of the people there. He mentioned he had but lately returned from there; that Karaitiana, or Karaitiana and Henare, had called them together to talk over the advisability of selling Heretaunga. I then asked, Are you thinking of selling Heretaunga? His reply was. We have left it with Henare and Karaitiana to do as they please. I do not think anything else passed on the subject. Did Noa mention the names of the Natives who were present at Pakowhai? He mentioned the names of the people generally. Did you understand from Noa he had been sent for by Karaitiana? Yes. From what you knew of the Native people of the block, did the power assumed by Karaitiana and Henare at that time appear unwarrantable or improper? Certainly not; Karaitiana and Henare had always been recognized in connection with this block as the principal owners.

Chairman.] Do you say Tareha's position was inferior to Karaitiana and Henare's in the block? I never knew him to put himself forward. He applied to leave the management in Karaitiana and Henare's hands. Should you say the grantees looked upon themselves, and were looked upon by others, as representative men of their hapus? Certainly, and were so looked upon for several years; they were afterwards looked upon more as the owners of the block. Owing to the representations as to the land which they received from Europeans? Yes.

Mr. Sheehan.] How long was it after your return from Wellington you went to Omahu? I have a distinct recollection of the circumstance, but not of the time. You remember the first visit you made to Omahu? I cannot remember whether it was the first time. Which did you visit first, Pakowhai or Omahu? Most likely Omahu. Were any persons present when you had this conversation with Noa? It was merely a casual conversation. How is it you have such a distinct recollection of this particular occasion? It was very likely I was struck by the mention of the circumstance of their selling Heretaunga. Why should that strike you when you were aware had gone, and that the Natives would have to sell Heretaunga? That is the reason I should remember it the more. Can you give the Native words on that occasion? Yes. *Noa:* "Na Karaitiana raua ko Henare i tiki mai kia huihui matou ki te korero mo te korero i te hoko o Heretaunga." *Williams:* "Ka hokonaia Heretaunga?" *Noa:* "I waiho atu ra e matou ma Karaitiana raua ko Henare te hoko ranei te kore ranei." Did you understand from Noa that it had been left to them absolutely, and they could sell and call the Natives? I should not think it was the Native idea; they would expect to be consulted before the sale. Did you inform any of the lessees of the block of this conversation with Noa? I do not think I did so till the other day, when I heard a doubt as to the Natives being called together. I will not say I did not inform them before. How long is it since you informed them this? Since the Commission sitting I am aware of having made the statement. Is it not extremely probable that you informed the lessees of this conversation? I do not think I did. I cannot recollect whether there was any person present. It was most likely on a Sunday.

Mr. Tanner.] Do you regard him as an intelligent Native? I should say so. Why do you consider Noa and others left the management of the sale of Heretaunga in Karaitiana and Henare's hands? They were the leading men.

Chairman.] Have you found Noa to be a truthful Native? Perfectly so.

Wi Hikairo.] Have you ever taken a mortgage from Natives? I have from Renata Pukutu. I was always telling the Natives not to mortgage. Did you caution Noa about the selling of Heretaunga? I have stated that I did so. Noa was a friend of mine. When you heard persons were going to sell, would you caution them against it? My caution was in reference to the mortgaging, in case the debts were too great. How many persons of the Crown grant did you speak to in reference to the signing of the deed of trust? I merely mentioned it to some; the persons I really spoke to were Paramena and Pahora. How was it you spoke to those two persons? I merely mentioned the subject and advised. I had not seen those documents when I spoke to them. (In reference to the mortgage)—I advanced money to Renata to prevent the land being sold.

Heretaunga.

Frederick Sutton sworn.

Complaint No. 1 —*continued.*

Mr. Sheehan.] You have heard of the sale at Heretaunga? Yes. You received some portion of the purchase money? Yes. Did you receive any money from Henare Tomoana? I did, over £1,100. You received money from Manaena? Yes, £600 or thereabouts. You received money from Pahora? Yes, about £700. Do you produce the detailed accounts in accordance with those subpœnas. No, I do not. Have you a detailed account? No, my books show a detailed account of Henare's account. You have taken a great interest in this case? As far as concerns myself. When did you first hear of the contemplated sale of Heretaunga? I should say early in 1869; it was quite a matter of town talk. When was it you first heard of it from any of the grantees? The grantees had been talking of it for a long time, but I did not hear of it from the purchasers till the first transaction. What was the first transaction? I think Tareha's share; I did not hear of it till it was purchased; I understood that Mr. Maney was in treaty for the sale; I think it would be probably from Maney himself. Where did you first hear of it? In Napier. After the sale by Tareha, when did you next hear? The execution of a trust deed by Alice to Purvis Russell; I do not know anything of that but by current report. Did you see any of the intending purchasers about the amount due to you? I saw Mr. Tanner on two or three occasions. Did you go to see Tanner or he you? I went to see him about my debts, and whether he would guarantee them; I saw him two or three times. The first action was commenced in August, 1869, against Henare; I saw him before the commencement of the action, about a month. Why did you go to Tanner? Because the Natives told me it was in contemplation to buy the block, and Tanner would guarantee the amount. Tanner said he would do nothing of the kind; he said if the block was bought and the debts were paid, he probably would pay it. I asked him to make a memorandum of it; he said he would not be responsible for a shilling unless some arrangement was made for the purchase; that was all that took place on any occasion. I saw him some time after, but we had no conversation; Mr. Tanner called upon me after the commencement of the action; he was very anxious I should not proceed with the action; Henare was going with an expedition to Taupo. I replied I would not do so if he became responsible for the debt. This he declined to do, and the action proceeded, and I obtained judgment by default of plea. There was no arrangement to stay proceedings except Mr. Tanner repeated if the block was sold, Tanner would endeavour to pay the debt. Before the issue of the writ, did you tell Tanner you would take proceedings. Yes. Did he say anything about it? I am not quite certain about it; if Tanner spoke at all, it was not to press it. Did he not suggest to you to bring the action. Certainly not, rather the opposite. Before the issue of the summons did Tanner give you to understand he would like the proceedings to be carried on? Certainly not. After the summons Tanner asked you to let it stand till Henare returned from Taupo? Proceedings were stayed and judgment was not entered till November, but left the matter as it was till Henare's return from Taupo; I fancy Henare was back a month at the time. Had you any conversation with Tanner or the others about the sale? Yes, I heard of it; Mr. Tanner told me, I fancy so, that I should not press Henare. Did Tanner enlist you as assistant negotiator? No, not in any way. Do you recollect Karaitiana's going to Auckland? Yes. Did you hear of his signing an agreement to sell before he went? Yes, I heard, I think, either from Tanner or Hamlin; I think I may say Henare had signed the agreement, and that probably I should get paid the amount of the judgment; a second summons had been issued when he came back from Taupo. Did you not shortly after take a more active part? No, except going to see Manaena; I met Mr. Hamlin on the road; I went out expressly to get Manaena's signature, and arranged for Mr. E. Hamlin to go out with me; he was the Government interpreter. The arrangement was made I think at my own place. I suggested to Mr. Tanner that I could probably get Manaena's signature. How was it you came to say this to Mr. Tanner? I cannot recollect; it was at my shop; I cannot say whether I called Mr. Tanner or he came in; I asked him if he would sign. You heard Manaena's evidence? Yes. Are you quite sure you asked Tanner if Manaena had signed? No; I will undertake to say I began the conversation about Manaena. Had you heard Manaena was averse? I simply heard he had not signed; I asked because I wanted my money. Had you not heard there was some difficulty in getting Manaena's signature? I had heard Tanner had been to get Manaena's signature. When you asked Tanner about Manaena's signature, what did he say? He said he had not succeeded in getting it, and I suggested that I might succeed. How did you propose to succeed? By argument. What reply did he make? He said he had no objection, and that Hamlin might go as he had the deed. You would use your influence as a creditor to bear on Manaena to make him to sign? I have no hesitation to say that I, directly or indirectly, did not threaten Manaena in any way; I do not think I ever told him I should have to protect myself; he was aware I was uneasy about my money. Did you before going out ascertain the position of Manaena in reference to his objection for signing? I had not seen Manaena at all on the subject of selling; I had nothing to do with the fairness; the terms, I understood, had been agreed upon before. It was no business of yours whether the terms were fair or not to Manaena? I did not enter into the question at all; I was told the price was to be £12,000 or £13,000; Henare had told me dozens of times of the price; Mr. Stuart, I heard, was prepared to purchase it for £12,000; Stuart came to me and asked me to purchase that and the Hikutoto, and I refused. Did any conversation take place with you and Tanner? Tanner said he was agreeable to my going out. When did you go out? The next morning, sometime in the forenoon, I think. Where did you meet Hamlin? He came after me; I believe he caught me at the gate going to Pakowhai. You saw Manaena? Yes. Where? At his house at Pakowhai. Was he alone? There were no other Natives in the room; there were several others about the house. Did you go into the room? Yes, with Hamlin. Did you speak to Manaena? Yes. What did you say? I told him what we had come for. We commenced talking the matter over; Manaena told me Tanner had been out a day or two previously, and he had kept out of his way because he wanted the money to be paid in yearly instalments to be made £100 instead of £50; I think he mentioned something about a £100 cheque he got from Tanner. We told him we could not entertain the proposition for £100 a year; the shares had been arranged at £1,000 each, and that he should have the £50 a year annuity. After a little conversation, he said he would agree to sign if Tanner would let him keep the £100 cheque over and above the £1,000. We told him he would have to leave the matter with Tanner, as we had

Heretaunga.

Complaint No. 1 —*continued.*

no authority to promise this; the shares were to be £1,000 each, and £50 annuity. After a little talk he agreed to sign if we would give him £20. Mr. Hamlin explained the deed, and I believe I gave him an order for the £20; I am not sure whether Mr. Tanner gave me the money back, I did not charge Manaena. I understand Maori, and could follow Mr. Hamlin: it was explained the share was to be £1,000 for each person, and Manaena was to get £50 a year annuity in addition; Hamlin and I were present all the time; we told Manaena the shares were fixed at £1,000, and we would guarantee £50 a year; we did not negotiate about it at all—he understood it; the £50 had been promised previously. I understood he got exactly the same terms he would have got had he signed for Tanner; I have an impression I gave a written statement he was to get £50 a year, and thereupon he signed.

(Deed of conveyance, dated 16th March, 1870, produced.) Is that the deed he signed? Yes.

Frederick Sutton recalled.

Mr. Sheehan.] When did you get the particulars of the consideration from Tanner? The day before I went to Pakowhai; on the same occasion I had offered to go. After that you received the orders? Yes; I received the order from Manaena for the amount of his debt. I received an order from Tomoana the same time, which orders were provisionally accepted by the purchasers. Did you retain the orders, or transfer them in the way of business? I retained them till a few days before the settlement, when I handed them to Watt for collection. I was not present when the money was paid. Sometime after you had conversation with Paramena and Pahora? I had an interview with them before they went to Cuff's office; they explained their grievances, and asked me to assist them. What were their grievances? That they had not received so much as they were entitled to; they said what they had received, and I believe they estimated £1,000 as the balance. I think it was £1,750, less the amount which had been guaranteed, which were orders from the purchasers; they appointed me their attorney, by deed, to take what steps I considered necessary. I wrote a letter to Tanner on behalf of himself and assigns, informing him the Natives had appointed me their agent; also one on my own behalf, stating what I claimed for the Natives. My impression is, the amount they claimed was £1,750, less the amount guaranteed. Did you determine the amount you would make application for? After consultation with the Natives. Whilst this was going on, did you see Tanner, or any of the purchasers? I saw Tanner ten minutes after. What did you first ascertain as the result of the application? Some time after—about a month after—steps having been taken to commence an action, Mr. Watt called upon me to see what could be done. I am not aware I had any definite reply. I think I saw Tanner, and I was left with the impression they determined to dispute, and I took steps to prepare for the action, as the only means to enforce payment. Watt called upon me, and stated he had been requested by the purchasers to see if he could arrange matters, and offered to pay £700 if I would get the Natives to sign a confirmatory deed or two, I am not certain which. I had a solicitor employed. I am under the impression it was Mr. Wilson. Was Watt aware of these proceedings? He was aware they were threatened. Mr. Watt promised the £700 if I would get the grantees to sign; secondly, the hapu to sign; and thirdly, that the deeds should be passed by the Trust Commissioners. The deeds were prepared by the purchasers, but the expenses of examinations by the Natives; by a subsequent arrangement the sum of £700 was not the amount claimed, but was offered as a compromise. I arranged with the Natives respecting the offer, and was authorized to accept it. Do you keep copies of your letters? In some cases I do. [Copy letter, Sutton to Tanner and others, 23rd March, 1870; received demands at £1,750, produced.] You directed the necessary steps to get the deeds executed and passed? Yes. Did you receive the £700 from Watt? Yes; I received it immediately on completion of the deeds. Did you pay the Natives the £700? I gave them credit for it; they arranged Paramena was to have £400 and Pahora £300. Were they indebted to you at that time? Not to any large extent. You paid away a large sum within a few weeks? Yes; £250 for a steam threshing-machine. Was it bought for Paramena or Harrison? It was bought for Paramena out of the estate of Harrison. Why did you retain Pahora's money? He never asked for it to this day. He made no application for it; he often has come to me for £5 or £10, which I have always given him, when he was sober; there is still a small balance of £40 or £50 due to him. Is he aware of this balance? He is aware, I believe, of the balance, as much as a man can be who is always drunk; one does not see him sober once in six months. I kept the £700, and supplied the Natives with goods in the ordinary course of business. Have you given credit to the several grantees for the amount of money you received for their shares? I have. Out of the total of debit entries to Manaena, £594, £20 8s. is all the amount for spirits? Out of Henare's account, £1,150, £37 10s. is for spirits. Has Manaena received any receipt for the £594 from you? I believe I gave him a receipt for £594. Has Henare received a statement of how the £1,194 was dealt with? I am not certain he has; I do not think he took any detailed account, though I went through the items with him, with the book open, and wrote the order. Did any other person call on you in reference to Henare's matter besides Tanner? Mr. Edward Hamlin called upon me, instructed by Mr. Ormond, and I told him I did not see what business it was with Ormond the means I took to get my debts, and I did not promise to stay proceedings. The Native was with him at the time, and knew I would not stay proceedings; and immediately after he started for Taupo. I know he went that evening. I believe the conversation took place in English.

Mr. Tanner.] Do you consider the selling of Heretaunga their own act? I do. Did not Henare ask you to wait, as he was going to sell Heretaunga? He repeatedly told me so; otherwise I would not have allowed him to run such an account. Did you also hear this from the sub-claimants? Yes. Do you remember the names? Meihana and his son, Renata Reihana. Did you understand that the matter rested with Karaitiana and Henare? I always believed they were the chief men. Were you led to regard that it was a settled thing that Heretaunga was to be sold? Months before. Are you sure you heard from Manaena about the £50 a year? I heard it from yourself, on the afternoon of the 3rd January, 1870. Have you a memorandum of the proportion of spirits in Karaitiana's account? It is not in reference to the block. Are you not aware these chiefs were in the habit of treating all their friends liberally, both Europeans and Natives—specially in regard to Europeans? I am aware of that. What is the percentage of wines and spirits, say on £1,000, expended with you by Europeans

Heretaunga.
Complaint No. 1
—continued.

and Natives? I have no hesitation in saying that so far as my experience goes, there is a larger percentage of spirits with Europeans than with the Natives. How long have you been in this district? I have lived fifteen or sixteen years. Are you acquainted with grantees? With the whole of them. I am in frequent communication with them. I should think I am the largest dealer with them. Have you ever heard any complaint of this block before? I have never heard any complaint before the Commission. Has Henare not been dealing with you lately? He has tried to renew the dealing, but I told him, on looking through the books, I found I had to sue him for every sixpence; within the last six months Henare has been summoned more than five or six times. How have you found Manaena? A most straightforward Native, and, so far as my experience goes, when he has money he pays his debts honorably. He owes me still £200. Do you find Karaitiana the same? No; I have always had to resort to the same unpleasantness to recover as with Henare. I issued a writ just before he went to Auckland; it was settled by his own cheque the day after the settlement of Heretaunga. I have lately been obliged to obtain legal assistance to recover some money, and am aware he has lately been sued by Costello and Lindsay, who have recovered judgment. Can you give the date of the orders from Manaena and Henare? Manaena gave the order the day after the execution of the conveyance (voucher No. 7) was signed, on the day named on it. Henare's was signed a day or two after. I believe it was signed in my shop, and did not leave my possession for some time. Had Henare told you the price? Yes; I believe he did. Were you aware of the price Mr. Stuart wished to give? Yes; he said he would go to £12,000, and no more. Have you any instructions as to the £700 from the purchase money? None whatever. Was any interpretation of it made to Henare of your refusal to stay proceedings? Yes. What was the earliest date you heard of the sale? I think I heard from Pahora that he had got a few hundreds for his share. I informed Henare if he did not pay his account should issue a writ against him.

Wi Hikairo.] Were you aware of the amount of the rents the Natives received? Yes; I do not think I received any of that. Did you not think your debts would have to be paid out of Heretaunga? Yes.

George Davie sworn.

Mr. Sheehan.] I am out of employ at present. I have been an hotel keeper at Waitanoa carrying on European and Native trade. You knew Paramena Oneone was a grantee of the Heretaunga Block? I was not aware till he came to me. (Voucher No. 11 produced.) That is the order. Was Paramena indebted to you in that amount at the time? No; he was not. Martyn Hamlin called upon me at my place, and asked me if Paramena and Pahora owed me any money. I said Paramena owed me £30, and Pahora £20. I said as far as Paramena was concerned, I could get it at any time. He asked me if I would try and get an order from Paramena, as they are getting frightened at not receiving the amount—he meant the Apostles: the order would be on Mr. J. Williams; and if Williams would not, Ormond would. We rode off together, and I went alone to the pa where Paramena was. I asked him to give me an order to Mr. Williams for £40, as I wanted the money, and in a few days I would return the balance. How came you to ask for £40? It was thought that £30 was too small to ask the purchasers for. By whom was it so thought? It was useless to ask for £30, as I could get it at any time. Who wrote the order? Mr. Hamlin; but I went on to Paramena and asked him for the money. He said he would give me an order on Sutton or Kinross for £40, or more if I wanted it. After that conversation Hamlin came up, and it was agreed to give the order on Williams. Why did you not accept the order on Kinross? Because Mr. Hamlin wanted it on Mr. Williams. Were you pressing Paramena for the money at that time? No; and had no idea of asking him till Hamlin came and asked me to get the order. Mr. Ormond gave me a cheque for the amount —£40. How did you consider you were obliging them, the purchasers? By riding about. Mr. Hamlin said the purchasers were frightened because the Natives had signed, and had received no money on account. Had you previously spoken to Hamlin on the subject? No. Had you made application to any one to assist you in getting the money? No. Was this debt incurred in the way of trade with you? Yes. Had you any intention of going to Paramena before Hamlin came up? No. Had you anything further to do with the matter? No.

Mr. Lascelles.] You were obliging the purchasers by accepting the £40? Yes. Were you involved or in debt at that time? No. At that time you were not in debt to any one? No. What commission did you offer Mr. Hamlin to get £30? Nothing. Did you not distinctly refuse to take an order from Kinross or Sutton? No. Why? Because Mr. Hamlin wanted it on Mr. Williams. I took it to oblige Mr. Hamlin. Paramena did not give the order on Mr. Williams. Hamlin came up afterwards, and he agreed. He did not give any reason for it. I am certain it was Martyn Hamlin. Have you given any other account to Kinross of this transaction, and mentioned another Mr. Hamlin as being present? No; I never mentioned this transaction to Mr. Kinross. Have you mentioned it to any other person besides Mr. Sheehan? Not that I am aware of. Did you speak to H. Russell about it? No. Why was the £10 extra paid—making £40?—Who suggested it? I am not sure whether it was Mr. Hamlin or not. I returned perhaps £6. Will you swear you returned him any of it? Yes; five or six days after receiving the order. Did you take any receipt? No. Have you given him the account for the £40? No. Is it the usual manner in which you get your account settled, without giving them an account, and getting them to give £10 more? It is the only time I have had such a transaction. Paramena said he did not wish to receive any money on account of the Heretaunga Block. I understand Maori, but not much. How long was Hamlin talking to Paramena? A quarter of an hour. Did you hear what passed? No. Did you see Paramena sign the order? Yes. Did he make any objection? Not after he agreed. How long after Hamlin returned did Paramena sign the order? A quarter of an hour. Has any arrangement or promise been made as to your giving evidence about Heretaunga Block, either here or elsewhere? None; not the slightest. Were not certain moneys paid to you on account of Hapuku and other Natives, on the condition you would give evidence in this case? No such arrangement. Have they been paid, or any portion of them? No; they have not been paid—a portion of them have been paid. Who paid them? Mr. Russell paid them. Was no promise made to you that the bills should be paid if you gave evidence in this case? Not the slightest whatsoever. Did you not inform me

Heretaunga.
Complaint No. 1 —*continued.*

that if those debts were paid, or a portion of them, you would give such evidence? No. Was nothing of the kind said? Not as regards Heretaunga. The only thing I remember you asked me, you had control of the accounts I was trying to get settled, and you asked me what I knew about some transactions of Kinross and others—that you were acting for Mr. Russell—and if I did there would be some likelihood of getting my money. No other names were mentioned besides Mr. Kinross. I distinctly deny saying anything of the kind. I took the bills from you and got them settled myself.

Mr. Tanner.] You were a party to the arrangement with Paramena, and you would give him back the balance? Yes. How was it he gave an order for more than his debt?

Mr. Sheehan.] After sending my accounts to Mr. Russell, I got a letter from Mr. Lascelles, asking me to come into town. Was it not Mr. Lascelles who suggested to you that you should give evidence in regard to Heretaunga? Yes. Have you been promised, directly or indirectly, by a European or Native, any fee or reward for coming into Court? Not by any one. You had no intention of asking Paramena for the money? No. Did you know Hamlin was coming out? No. Was Paramena aware that you were getting more than he was indebted to you? Yes.

EVIDENCE FOR RESPONDENTS.

Joshua Cuff sworn.

Mr. Lascelles.] I am a solicitor, residing at Gisborne, Poverty Bay. I was practising at Napier when these transactions were taking place. I was acting as solicitor for Mr. Tanner and the purchasers. As far as I recollect, the first transaction was preparing a lease for Tanner, after the land had passed through the Court. The lease was from all the grantees. The rent, I think, was £1,250 for the first ten years. The deed was prepared by me, and handed to the interpreter. Some months elapsed. The next transaction was when Mr. Tanner returned from Wellington, when he brought a deed prepared by Mr. Brandon, in Wellington, and instructed me to prepare a deed for Pahoro's signature, I believe. I believe I was present when he signed the deed. (Deed of conveyance produced, 29th July, 1869, Apera Pahora to Gordon and others)—that is the deed. I am one of the attesting witnesses. In my journal, November 24th, 1869, I find a charge for attendance on behalf of Mr. Tanner, watching proceedings in the suit Waaka *v.* Parker, when order for discontinuance was obtained. Mr. Lee appeared on behalf either of Waaka or Parker. On December 6th, I have an entry attending on Waaka going through accounts—accounts that Mr. Parker had paid. There must have been an interpreter to explain—one of the Hamlins. I should recollect if it was any one else. On or about 7th December, 1869, Mr. Tanner called and gave me instructions to prepare the deed of conveyance. On the 8th I was intending to proceed to Pakowhai with the deed, to obtain the signatures of the vendors. I was to go on the Friday following, the 10th inst. I was also instructed to prepare reconveyance of the reserve, two deeds of annuity to Henare and Karaitiana, and a deed of conveyance of 100 acres to Henare's son, a minor. Had you an interview with Manaena and Henare shortly after this? Yes; on the 14th December, 1869, and with Mr. Tanner and Mr. Hamlin, at my office. The next day I attended Henare at Pakowhai with Mr. E. Hamlin, when he appointed to meet us at my house at 5 p.m., and execute the conveyance, but he did not attend. I had the conveyance with me. We went for the purpose of getting Henare's signature. He said he would not sign, but would come to my house and sign. On the 16th I attended Mr. Tanner, Mr. E. Hamlin, and Henare at my house, and we were engaged a long time explaining Henare's position, and at last he signed it. I recollect the whole circumstance. I can state we met there, and had dinner—Tanner, Hamlin, Henare, myself, and Mrs. Cuff. We did not go to business till after dinner, and then we talked business about the Karamu Reserve and the purchase. There was no discussion, only explanation. He came there for the express purpose of signing the deed; but, before signing, it was necessary to explain about the reserve and the annuity of the £100. There was no money paid, and I do not recollect any order for money. I do not think any was signed. There was no spirits or wine drunk after dinner. Henare had dinner with us.

Chairman.] Did Henare wish to stop to dinner? Of course he did; he seemed to enjoy himself. Henare and I have always been very friendly. That day we must have dined early. Our talk must have lasted about an hour and a half. It usually takes that time to get any signature. Henare was asking about the reserve and other things. I told him through Hamlin I would see it was all right. I do not recollect the money being mentioned. I have no doubt it was. Did any altercation or dispute arise? None whatever; it was a very friendly meeting. Did any one express a wish to leave before the business was completed? No; we rose from table and lit our pipes. When Henare had signed we all went. I recollect sitting on the sofa, and when it was settled I got up and got a pen and ink for him to sign, and then they went away. There are two French windows, one to the verandah and one to the conservatory, and only one door to the passage. There was no fighting; the only thing I saw of such was in the papers. There was no quarrelling whatever, it was perfectly friendly; and I say that Henare's evidence, as reported in the newspapers, is wholly false. The proof of it is, had it been as he says, it would have been heard of long before. The only truth in his evidence is that we met there, and he signed the deed. [Henare's evidence read from pages 90–92 Chairman's note-book, vol. ii.] It is untrue the appointment was made here in Napier, it was at Pakowhai. It is not true that he rushed to the door leading to the kitchen. The whole of the evidence, as read by His Honor, is untrue, except so far as that he was there and signed the deed. I have never had an angry word with him.

Mr. Maning.] Was there any joking? No, Sir; I was always very careful; the Natives would say afterwards it was in earnest. Many months before that Henare had spoken to me, not about his debts in particular, about the Maori debts in general. Did Henare mention the deed that day? It was in the drawer; he did not object—only hesitated. Was he on perfectly friendly terms with all present? All perfectly friendly from the time of his arrival till he left. Do you remember what he said about the annuity? I told him the deed was all right, and prepared in my office. What

Heretaunga.
Complaint No. 1.
—*continued.*

about the reserve? It was explained that the reserve was to be in his and Karaitiana's name as trustees for the other Natives. Did he express his assent to this? Yes, to the whole thing. The next thing, 5th January, I remember was, that Sutton called upon me to tell me that Manaena had signed, and instructed me to prepare deed of covenant; and on the next day Tanner executed the deed, and in the afternoon I saw Manaena, the same day, and explained the nature of the deed. What day were you instructed to prepare the second deed of conveyance? I do not remember preparing the deed. Mr. Wilson objected to the first deed because the names had been filled in after signature. Mr. Tanner instructed me to prepare another deed, but I stated I might prepare a dozen and he would object. Mr. Wilson prepared the draft and I engrossed it. The first meeting of the vendors was at my office on the 21st March. Mr. Tanner was there and James Williams, and I think Captain Hamilton Russell, Mr. Hamlin, Karaitiana, Manaena, Henare, Noa, Paramena; I could not speak positively as to whether Pahora was present; it was a meeting to divide the money, and they could not agree that day. Next day I was engaged all day, and also the next, 23rd, and that was the day it was finally concluded and the deed signed. I am not sure that the signing was on the last day. On the first day, it could not be concluded, as they could not agree as to the dividing the money. The second day was the same; on the third day the matter was completed; Tanner and Williams were making out accounts—one on one side, the other opposite. They were checking each other, and Karaitiana and Henare were also going through the accounts. I know Karaitiana, Henare, Noa, Paramena, and Manaena were there. There were a lot of vouchers, receipts, and orders—voluminous. There were all Parker's accounts, in fact it was very complicated. I do not know how the money was divided. I paid no attention to the money part. I was engaged till 6 o'clock that evening; if there was any dispute, it was outside afterwards. Karaitiana took the lead. He seemed to be doing what he liked. Was there any dispute between the Natives? After they got out of the office, I recollect Paramena saying that it was not fair. Was there any account struck at the time and money paid? Yes, but I do not know whether it was in a cheque or not. Was there any reluctance to sign the deed? No. Who took the lead in these transactions? Karaitiana. Have you ever had any subsequent conversation with these Natives? Yes, in this building. A successor had been appointed to Matiaha—Rata Te Honi. I brought the deed here for his signature. Karaitiana, Rata, Tanner, J. Williams, Mr. Hamlin, I think Martyn, and myself were present. Karaitiana told Rata to sign, and he signed. A cheque for £1,000 was put down on the table by Mr. Williams; Rata took it up and gave it to Karaitiana; that was on September 19th, 1870, after the Lands Court. I have no personal knowledge of what further became of the cheque. Have you ever seen Henare since? Yes, often; he has always been on friendly terms, he never complained. I have seen Karaitiana at my own house in Poverty Bay, and had a long talk about this affair. I said the Heretaunga case was the only one I had acted against him in. I said, In that case did I do anything unfair? He said, No, there is only one thing I am not clear about, and I want you to tell me about, and that is about the £1,000 Mr. Williams was to have paid me; do you think he has paid me? I do not know, I replied; I think you must have had it. If, when you go down to Napier, you see Mr. Williams and he has paid the money, he will show it in the accounts; and if he has not paid you, he will at once, I am sure of it.

Chairman.] Why did you say you had acted against Karaitiana? I speak of acting against Karaitiana because I was retained by the purchasers. He did not complain about the purchase. I always thought it was a fair purchase, concluded with the consent of all parties, till I saw your notices in the *Gazette*. I never heard any complaint of it before. I was sure to have heard if there was dissatisfaction. I was constantly doing business for them.

Henare Tomoana.] Are you quite certain it was arranged at Pakowhai I should go to your house? Yes. Who was there? Mr. Edward Hamlin. What Maori? I do not recollect. What was your reason of coming up to Pakowhai? To get the deed signed, as my book states. What conversation took place? It was principally by Hamlin, except that you did not want to sign it there. Did you go there in reference to the deed for the 100 acres. No. It was in reference to the whole block. Were you to be one of the persons who were to speak of the land? No, only as the solicitor. We had not arranged to sell them by your coming up to get my signature? Yes. You had signed the agreement to sell, you and Karaitiana. On what occasion did you take up the deed of 100 acres? I do not think I ever came up with it. Did you not bring it up to Karaitiana's house? I might have, with other deeds. Do not you remember my signing it? No. I do not think you did; it was not for you to sign. It was a conveyance to you in trust for the child. Do not you remember my signing it at Karaitiana's house? No; I do not. Do not you remember giving me a gold ring after signing it? No; I never gave one to you or any other Maori. Mr. Tanner gave you one to bring up to give me? I do not remember. Do you recollect seeing me in town? I have often seen you in town. Did you not arrange in your office that I should go to Pakowhai? No; it was arranged at Pakowhai. Who first reached your house; Tanner, or Hamlin, or myself? I was there all the time; I do not recollect; I made an arrangement with Mr. Hamlin to come to my house next morning, and I arranged to stop at home; I recollect making the arrangement. Have you no recollection of bringing the deed for my son? I have no recollection. Did you not ask me to sit on the sofa? Very likely. Did I not speak to you when Tanner and Hamlin came on the verandah; did I not say you had deceived me? You never said so. Did I not run to the door? No. Did not Hamlin hold the door? No. Did you not say this was not gentlemanly work? No. Did not you and Tanner say so? No. Did you not clap me on the shoulder and say, Sit down? No; there was no cause for it. Did you not ask me to have a glass of wine? I may have, if I had it there; I did not usually keep wine there. If there was no disputing, why did I not ask for money? I had nothing to do with the money. How long did I remain? You remained to dinner, and afterwards perhaps two hours or an hour and a half. How was it so long if we were so quiet? There was some little time in smoking pipes and clearing the table, &c. How was it there was some delay if we were so quiet? The business was not commenced till after dinner; then there were explanations. What did we do on that occasion? Signed the deed? Was there no other document? I think not. Was there no writing in reference to Mr. Sutton's £1,000? I think not; if there had been, I should have remembered it; I had forgotten all about it till I saw it in the paper, and then I remembered; but I cannot remember

Heretaunga.
Complaint No. 1 —*continued.*

the minute particulars. Have you told the whole truth? Yes; as far as I can recollect; I have exaggerated nothing, nor kept back anything; I may have given you a ring from Mr. Tanner; I do not recollect. Before the sale of Heretaunga did you not ask us to give us your land as trustee? No; I tried to induce you to vest the lands in the hands of some person as trustee whom Mr. McLean might approve. Did you not ask Karaitiana, Manaena, and me to give you Heretaunga? I have very often spoken to you, and to Mr. McLean and Mr. Tanner, to have the lands tied up, so as to preserve the income to you. Could you have named the whole of the money? I had nothing to do with the money. Did you not say you were the person to arrange for the sale? No. When you were present when the money was paid, what were you doing? I was waiting for the signatures. Was that the reason? I remained as a lawyer. Did you not arrange for some of the money paid to the Maoris? No. How many days were they signing? They met for three days. Was that all that was done, the signing? No; they only signed three days. Cannot you recollect the moneys paid? It came to nearly £20,000 altogether, with stamps. Did you not arrange for the annuity for me? No. Did you do nothing in reference to my debt with Lindsay? Yes; I did on the 19th of December do something in regard to it. What was the amount. I do not recollect. Did I not tell you to take care of the money? I received an order from Lindsay to receive the money.

Mr. Sheehan.] How long had you been in business when you were first consulted about Heretaunga? I came here in September, 1866; the earliest transaction I recollect is when Mr. Tanner came from Wellington and instructed me to prepare a deed of conveyance of Pahoro's interest. Were you aware what Tanner went to Wellington for? No. Where did he call upon you? At my office. Did you hear nothing from him about Maney and Peacock having gone to Wellington? Not from him. I heard it from others. Before he went to Wellington, had he any conversation with you respecting the sale? I believe not. What were the instructions about the conveyance from Pahoro? I was to prepare a deed of conveyance, the consideration £750, to be held till all had signed. Pahora was told this by Tanner. Were you present when Pahora signed? Yes; I was attesting witness. Were there other names to it? I do not remember. Were not Rota's and Pateriki's names on the deed? I recollect it, now you speak, that they were parties. I believe Tanner said he would send to Pakipaki. The signature was not witnessed by me. You recollect Tanner saying he would not pay the money till he had completed the purchase of the block? Yes. You have seen the conveyance this morning? Yes. Was it a complete conveyance? I believe so. Was any paper given to him that the consideration had not been paid? Only a verbal understanding. Were you consulted by Mr. Tanner in reference to this deed of Waka's? I do not think so. When did you first hear of it? I think I had to appear in Court for Mr. Tanner. From whom did you get instructions to appear? Mr. Tanner. What was the next proceeding? On the 26th November, 1869, there was an attendance in reference to this matter on Mr. Tanner. Did Tanner inform you of the reason of the discontinuance? Yes. Were you not aware that an agreement had been made with Waka and Parker? I drew no such agreement; probably I was informed that such an agreement had been come to. Up to the time of my appearance on 26th November, 1869, I had no concern with the arrangements for the discontinuance of the suit. After the order for the discontinuance you prepared the deeds? Yes. At whose instance? Mr. Tanner's. Had you much to do with Te Waka? No; I cannot recollect whether the deed was signed in my office? Can you say if Waka was represented by a solicitor? I do not know. Do you know whether the accounts were taken to the storekeepers, to see if they were right? Not of my own knowledge. What were the terms to Waka? £1,000 for Heretaunga, and the other lands to be returned to him. Was Waka to get the whole of the money? No; I recollect it was explained to Waka what he was to get. The accounts paid by Parker were gone into. In whose possession are these papers now? I do not know. Afterwards some European called at my office and asked for the papers, at Waka's request. He said the accounts were all right. Do you recollect how long was it after the settlement with Waka that this man came back to look into the accounts? It was some months after. Do you recollect whether there was not a considerable sum paid to Parker for the legal expenses in the actions? I am not sure; I believe it was so. Were you acting for Waka in the matter? I consider if I prepared the deeds and charged them I was; but virtually he was not represented by a solicitor. Was it upon you Waka attended? Yes; I went through the accounts with him. Did it include the vouchers given by Parker? Yes. Where did Mr. Tanner give you instructions to proceed to Pakowhai? I cannot remember; I do not think it was in my house. What instructions did he give you as to preparing the conveyance? There was to be a conveyance from the grantees to the purchasers; the consideration was to be £14,500. Did he tell you what each grantee was to get? No. Is this the general way in which solicitors were instructed to prepare conveyances? Usually, in Native transactions. (Deed of conveyance dated 16th March, 1870, produced.) Was the consideration filled in when you took out the deed to Pakowhai? No; this was before Karaitiana went to Auckland. Karaitiana refused to sign. Who went with you on that occasion? One of the Hamlins. I saw Karaitiana, he refused to sign. After Karaitiana's refusal, the next application was to Henare? Yes; it was whilst Karaitiana was in Auckland. I was aware Karaitiana had gone to Auckland to try to raise money to pay his debts. Where did you first see Henare Tomoana about signing? At Pakowhai, when he made the appointment at my house at 5 o'clock. Had you never seen him about it before? I would not be positive. From whom did you get instructions to go out? From Tanner. Were you aware of the consideration? I may have heard. Was it not a considerable time after the signatures by Noa, Paramena, and Pahora, that the consideration was filled in? I believe it was filled in when Henare signed. Where did Tanner give you instructions? At my office. I had instructions to go out and get Henare's signature. When Mr. Tanner asked you to go out to Pakowhai, did he not say it was very desirable to get Henare's signature in Karaitiana's absence? No; if anything of that kind had been said I should have remembered it. What were the instructions in reference to the deed of covenant? That I was to prepare a deed, in which there was to be £150 a year to Henare, and £100 to Karaitiana. Do you recollect whether the annuities were included in the consideration? Yes. Do you recollect Henare saying he would be in at five o'clock? I do not recollect, but I know he did say so. Did you ask him to sign? No; Mr. Hamlin was instructed by Tanner. Did you know Hamlin told them about the deed? I will swear he did tell them. Did you

say nothing to Henare about selling Heretaunga to pay his debts? I never advised him to sell any lands—just the contrary; but he had got himself into such a fix he was obliged to sell. I never told him that he must sign to pay his debts. To your knowledge, did the interpreter say so to him? He might have told him so, but not to my knowledge; I do not believe he did. I do not think Mr. Hamlin is a man that would do so. I think Henare had a delicacy about signing before other Natives. Others were in and out of the house all the time. They flock round when anything is signed, to see what it is. Were there other Natives present? I cannot say; very likely. From whom did you learn he was unwilling to sign? From Hamlin. When you were leaving Pakowhai, who was it fixed the time for Henare to come? I think I did. I do not recollect what I said.

Joshua Cuff—Examination resumed.

Mr. Sheehan.] You stated in your evidence in chief Hare Torotoro came the next day? The next day. How came it that yourself and Mr. Hamlin were present when Henare came and no appointment had been made? I do not recollect; my impression is that Hamlin and I arranged he should call if Henare was not there. How was it Mr. Tanner was there? I cannot say. Is your memory so clear that you can swear the meeting was the day after the meeting at Pakowhai? I swear it is correct from having entries made in my book, but not from my own memory. It has happened that you have not entered your book every day? I have omitted some times, but as a rule I entered day by day. You have no recollection how Mr. Tanner came there? I had forgotten all the circumstances till I saw the papers. Can you recollect what time you dined? It was in the middle of the day. What time in the evening did they leave? I cannot recollect; my impression is our meeting was about 4 or 5 in the evening; still, it might have been 3. Can you recollect any of the matters discussed? Mr. Hamlin and myself had spent some time the day before in explaining the matters. I cannot recollect anything more than that it was explained. You were present the whole of the time? I will not swear I was, but I think I was. Was it not apparent to you that Henare was unwilling to sign the deed? A Maori is always unwilling to part with his land though he is agreeable. Henare did not object even if he was unwilling. I may say he was not unwilling. A Maori, though he has sold a piece of land, is unwilling to sign a conveyance of it as a rule. When they sign a deed they say they are dead, they are killed; that is, gone. Can you recollect the matters on which he hesitated? No, I cannot; there was no unwillingness to sign. I cannot say he had a desire to part with his land, but he had to pay his debts. Will you undertake to say Henare did not wish to wait till Karaitiana came? He did not ask that it might be left over till Karaitiana's return, but I think, after he had signed, he said, What will Karaitiana say? or something to that effect. Will you undertake to say that Henare did not ask that the execution might be postponed? Yes, I will; because, if he had said so, I would not have allowed the thing to be done; he never asked it. We had his agreement signed, and the opinion of the Attorney-General upon it. I never saw any desire on the part of the purchasers to take advantage of any of the vendors. There was the ordinary anxiety on the part of the purchasers to get the matter completed; but no unusual anxiety. What conversation was there about his debts? I recollect no reference to them. It is quite possible that half the time was occupied in discussing them, but I do not think it was so. I knew very little of Henare's debts, or Karaitiana's. Henare, I believe, was indebted to the extent of £4,000. I may state it was through the want of confidence shown to me in the matter, on the part of the purchasers, that I knew so little of the money matters. Did you not complain at some stage of the proceedings about it? I think I did to Mr. Tanner; I know I did to my partner.

Chairman.] Have you any idea what were the grounds of this distrust? I think Mr. Tanner thought he was more competent to do the business than any one else. I do not think there was any actual want of confidence in me as a professional man, or in my pecuniary responsibility; they seemed to wish to conduct the negotiations themselves. Were you not a comparative stranger to the Province? I had been there three or four years, but not so long as themselves. Had you any reason to suppose that things were kept in the dark because they were not fit for the light? Mr. Tanner always told me what he had done after it was done, though he did not consult me beforehand.

Mr. Sheehan.] What were the matters that occupied you so long that day at Waitangi? I cannot accurately say. It may have taken half an hour to tell about the reserve, and half an hour about the annuity. Had you not understood that Mr. Tanner had arranged the matter of the debts and the annuity? Yes. Will you undertake to swear that Henare did not get up as if unwilling to sign, and wished to leave the room? Yes; I will swear it most positively. Will you swear that there was not a deal of persuation necessary to get Henare to sign? I will say there was no persuasion used. I could understand the drift of the conversation. I was not ignorant of Maori, though not a Maori scholar. I swear that Henare's evidence is false, though I do not recollect the particular circumstances. Were you aware of any expressed reason why Henare did not sign at Pakowhai? I was not. Mr. Hunter told me Henare would rather sign at my house. In consequence of what did you go out to Pakowhai to Karaitiana? Because he was living at Pakowhai after his return from Auckland, and he would not come in. I was invited to go out to him. I told him he was a fool, and had better meet the thing like a man. Was it when Sutton came to you about Manaena's signature that you had instructions to prepare the deed of covenant? Yes; it was so. You took some money to Pakowhai? Yes; it was a bundle of notes tied up in a pocket handkerchief. I don't know whether I got it from Mr. Tanner or the Bank; it was for the purchase of Heretaunga. It was above £1,000. Was this taken out to cure Karaitiana's melancholy? No; it was part of the purchase money. Did it come to you as a first instruction from Sutton about the signature of Manaena? That was the first I heard of Manaena's signing. State the circumstances in which you were instructed to see Karaitiana at Pakowhai on his return from Auckland? Mr. Williams was in Wellington. Karaitiana had refused to carry out the agreement for sale. Mr. Williams was telegraphed to get the opinion of the Attorney-General as to the validity of the sale. I was telegraphed to obtain certain particulars from the register, which I did. The Attorney-General gave his opinion, which was favourable. It must have been because I received instructions to issue a writ in the Supreme Court for specific performances of the agreement. Karaitiana still remained at Pakowhia. I was told by Mr. Tanner to give Karaitiana one more chance

Heretaunga.

Complaint No. 1. —*continued.*

before issuing the writ, and I was to take out the money with me. I cannot say what was the amount. It was over £1,000. Mr. F. E. Hamlin went with me. We went to Karaitiana's house. I told Karaitiana plainly, through Hamlin, the purchasers were vexed at his refusing to carry out his agreement and his not coming to town. (I have since discussed this meeting with Karaitiana in Poverty Bay.) I told him I had the writ and the money. He said, Why don't you advise me what to do? I said, This is the result of your saying, "Taihoa, taihoa" so long; don't you recollect my coming to you so often about running into debt. I said to him, Why did you not speak before signing the agreement? You sign first, and then want me to get you out of it. He said, That is right; it is so. I said, The best thing you can do is to come to town, and meet them face to face boldly, and have it out; you will have to carry out your agreement if you entered into it knowingly. It is as good as a conveyance if there is anything paid, or words to that effect. He said, I will come into town at your request. I said, When? He replied, I don't know, but I will send a letter. He did send one two or three days after by a Maori boy, making an appointment for the next day or the day after. I talked the matter over as a friend. I never advised him about selling. I am very clear upon this, because Karaitiana and myself, some twelve months after, talked it over. Did you tell him you came armed with money in one hand, and the writ in the other? I laid them both on the table. I served the writ at once. Cannot you recollect what amount of money you took out? No; I cannot recollect. I had it tied round my waist. Did you take any accounts? No. Had you written to Karaitiana before this? I don't think it. You returned, having served the writ? I went to my own house. How many days after did he come into town? Some three or four, and agreed to sell. The writ was served on the 12th March, 1870, and on the 17th he came in. Can you recollect having instructions to get any other signatures previously to this? No. After this, all the Natives came into town? Yes; the first meeting of the grantees was on the 21st March. Will you say that more Natives than Karaitiana and Henare were present on the first day? I will not swear, but I believe the six grantees were present on each day. Did you know anything of the discussion that took place on the first day? It was entirely between Karaitiana and the Maoris (the other grantees). The meeting was adjourned till next day, at one. There were a number of accounts to go through. Do you say the deed was not signed that day? I say it was not till the grantees were satisfied the money agreed to be paid had been paid. Do you recollect what formed the business next day? Accounts, I believe. I was there all the time. It began about 1 p.m., and lasted till 4 p.m. There were no objections whatever to the sale. What time in the day did the third meeting take place? I cannot recollect what time it began. It lasted till 6 p.m. Can you recollect whether all the Natives were present when the deed was signed? I know it was explained to them all. What time was the deed signed in the day? It must have been early in the afternoon, as Sutton came that day whilst we were still sitting, and served the notices on behalf of Paramena and Pahora. Do you remember whether all the business was done in the same room? Mr. Tanner, Williams, Karaitiana, and Henare, and I think Mr. Hamlin, went into the Masonic Hall, which is in the same building with my office. In every transaction I have known of Karaitiana, he has always had something private for his own pocket. I have heard that from interpreters and others. In very few cases here have I myself been engaged in negotiations with the Natives. Is it your impression that they went in to speak about the reserve? Yes. I don't believe the Natives knew anything about the annuities? Had they done so, they would have all waited there. You were not present in the Hall? No. Did you not think it strange that this business should be done privately? No; I did not. It would not have done to tell the other Natives about the annuities. It would have further increased the purchase money. Was that after the signing? Yes. Did not Paramena ask you where his money was? No, not me; they always looked to Mr. Tanner. Were all the Natives gone when Sutton came? I do not recollect. What did the purchasers say about the notices? They laughed. After the third day had you much to do with the matter? I saw Mr. Carlyon, who was acting for Sutton; I had also to complete the title. I do not think I was ever spoken to about Heretaunga, except by Karaitiana, in Poverty Bay, and Waka, who has often spoken to me about the lot of money he was to get. How long is it since you saw Karaitiana about it? About eighteen months ago. Where did this conversation with Karaitiana take place? In my own sitting-room. Who were present at this interview at Poverty Bay? I believe Mr. Wyllie, Mrs. Wyllie (a half-caste), and I think Riperata. About the £1,000, what did he say? He said, I am not clear about it; do you know? I said, I could not remember, but when he went back to Napier he should ask Mr. J. Williams. I knew it was to be paid to him. It was a bonus. I should imagine the other grantees would not know about the £1,000. It was the same as about the annuities. Kairaitiana takes good care to keep these things quiet.

James Nelson Williams sworn.

Mr. Lascelles.] I am a sheep-farmer, resident in Hawke's Bay. I am one of the purchasers of Heretaunga. I took no leading part in the transaction. I once went to Pakowhai with Mr Tanner before the agreement was signed. When the purchase was first spoken of, Tanner went to Karaitiana's house. Henare was then lying sick in a whare. I went in to see Henare, who said Tanner had offered him £12,000 for Heretaunga. He told Tanner he thought he ought to get £15,000, at the same time he was not anxious to sell at all. I said to him, Why do you sell; why don't you keep to the lease? He said, I must sell something on account of my debts. I had no further conversation with him about Heretaunga. The next transaction I had I think it was about Pahora's share. I heard in Napier Pahora's could be bought at a small price. We were anxious to prevent individual grantees from selling; we were willing to purchase the whole block, but not piece-meal. I went to Mr. Wilson, and told him I could get Pahora's share, and offered to buy it for as small a sum as I could, and to leave it with Mr. Wilson to do what was best—whether we should hand it to the other grantees, or leave it till all was bought, and then to put a fair valuation on it. Mr. Wilson did not fall in with my suggestion, and I believe the trust deeds were drawn instead. I think I went to Pahora's, where the deeds were signed. I met him some time after in Napier. He came up to me. I did not know him when he spoke. He said, Why has not Tanner been about the selling of Heretaunga? I said, You had better see Tanner. I do not know what took place at Pakowhai about the sale; I was not present. I was interested in Heretaunga. When was the next time you had any

Heretaunga.
Complaint No. 1
—*continued.*

transactions in the matter? When the money was paid, in the month of March; I remember I came in to pay the money, and feeling disgusted I had to go out and come in the next day. Karaitiana asked me the day previously for money, and I gave him £100. I cannot remember more than that Karaitiana asked me for the money, and going to Cuff's office, and no business being done that day; I only know the Natives came in for the purpose of settlement, and that the business was not settled. What day was the deed signed? The following day to that which I have alluded to. I think I gave the £100 to Karaitiana one day, and the balance of money the next day, and the deed was signed. What took place the day of the signature? Mr. Tanner, the Captains Russell, myself, and one of the Messrs. Hamlin, I could not say which, were present. The orders we had paid were placed on the table, and I think a cheque for the balance of the money; the vouchers were shown to the Natives they were drawn by. The cheque was placed on the table by the orders. After the Natives had seen the orders, the deed was explained, and they signed. After it was done, Karaitiana got up and told the Natives Heretaunga had gone to pay their debts; owing to their debts they had to sell Heretaunga; he said he had not paid his debts out of Heretaunga money. He pointed to the cheque: This is all that remains; I am going to keep that myself. He took the cheque. There was no objection made to this in the room; there was an objection out of the room by Paramena. Paramena came and said he was very angry he had not received any money over the money he had drawn. I told him Karaitiana had it; he had better get some from him. I do not recollect what then took place. Paramena then went away. I think I had some discussion with Karaitiana, Henare, and Tanner, in an inner room of the Masonic Hall, about the reserve. It was after talking of the reserve Henare took me aside. He said he was in a difficulty in not having enough to pay his debts; he was still owing money. He said, I am ashamed to speak to Karaitiana myself; I want you to ask Karaitiana for £200 or £300 out of his money. I went to Karaitiana and asked him, and gave Henare's message. He said, No. There are other people looking to me besides Henare; I cannot do so in fairness to the others. Henare said he would be obliged to sell Mangateretere or Kakiraawa. What was the arrangement about the reserve? I cannot recollect all that took place. Henare asked me to be one of the trustees for the Karamu Reserve. I am certain Henare asked me to become the trustee. I recollect it perfectly, because I said I would not consent till I knew the other trustee. Afterwards outside in the road, Noa Huke asked me to keep £100 out of his order in favour of Peacock. I said I had no power to do it without authority. I said, We will go to Cuff, and ask him whether I shall still be liable to Peacock if I keep £100 for you. I went to Cuff with him, and he said, You will have to pay Peacock of course; subsequently I saw Peacock, and asked him to let me keep £100, as Noa wanted to give it to Renata. Peacock said, Noa has had the money, and you must pay me. I think it was paid by this (Voucher No. 1). These vouchers were placed on the table. (Vouchers Nos. 1 to 15 produced.) The different orders were shown to the different parties; they were informed that was so much money. Was any objection made by any of the parties in your presence? No. Were the accounts represented by the vouchers gone into? Not at that time. Did you ascertain the balance due? Yes. Was there any interpreter present? One of the Hamlins; I think Martyn. I understood Maori myself very fairly. Did you hear the deed translated? Yes, I must have heard it. Was it done? Yes, it was. Did you hear any conversation between the Natives and Hamlin before or after the explanation and execution of the deed? No. Was any objection made whilst you were present by any of the Maoris? No, not any except by Paramena outside. Karaitiana took the money, and not one made any objection.

Chairman.] Did you hear Noa Huke speak out and say he had not got enough for his share? I did not; it is impressed particularly on my mind that when Karaitiana said he would take the money, there was a dead silence.

Mr. Lascelles.] Were you present when Rata Te Honi signed the deed? I was. Who got the cheque? I did. Who was present? Karaitiana took it and put it in his pocket; and he said to Rata, I will pay you £500 and keep the other £500. Rata made no objection. Since the conclusion of the sale in Cuff's office, have you met Henare Tomoana and Karaitiana? Yes; I remember at Tanner's house—about this time last year—I met Henare Tomoana and Karaitiana. We talked about the £1,000 Karaitiana thought he had not received. We talked about an hour or so. I explained as well as I could what he had received. Karaitiana said, You think you are right, and I think I am right. I then proposed some European to go into the matter. He said he would not like to trust any one in Hawke's Bay. I said, Go anywhere you like—to Wellington or anywhere else. I said, If it was proved we had not paid it, we would do so. Henare was then apparently listening to the conversation. He made no claim at all; he expressed no dissatisfaction. How long after the sale did Karaitiana first mention the matter? A long time after; I should think twelve months. Had you met him about it before? I must have met him. I do not remember having any conversation with him at all. Have you received any other complaints from others? From Waka, frequently. He asked for his land; he said he had not received any money. I have not had any other application—except Noa, who asked about the £100 of Peacock.

Mr. Sheehan.] I believe you are by far the largest holder in Heretaunga? I do not think so; Mr. Tanner, I believe, is a larger holder. Next to Mr. Tanner, you are? No; I believe Mr. Russell and Mr. Gordon have each as much. When did you first become possessed of any interest in the block? After Mr. Tanner got the lease. I got a note from Mr. S. Williams that if I pleased I could have a share in the block. and Mr. S. Williams asked to have a share. I came down after the letter. I think I saw Mr. Tanner, and I ascertained I could have a share. Did you know what other persons had an interest? I could not say exactly: Captain Russell; I am not certain of Mr. Gordon; I am certain of Ormond; and Purvis Russell came in afterwards. I have a recollection that when they came in Karaitiana demanded an advance in the rent. I have a recollection how they came in. Do you know nothing of the circumstances under which they came into the lease? No; the matter was going begging; no one cared to go into it by himself. Was the increase in the rent because of the increase in the area? No, I think not; solely because of the admission of the two others. What was the first you remember of the acquiring the freehold? My interview with Henare—I remember Tanner mentioning he was trying to buy. Mr. P. Russell went out of the speculation? Yes; he

Heretaunga.
Complaint No. 1 —*continued.*

sold out to the Captains Russell. What acreage did Mr. P. Russell then hold? About 1,200 acres. Do you recollect what he received for going out? I think he received £1 an acre. About what time was that? I do not recollect. If it was after the land went through the Court, it must have been shortly. Captain Russell was anxious to get this land to build upon, his own being nearly all swamp. Have you any idea of the time you saw Henare? I only know it was the time I first heard. Was it before Tareha sold? I could not swear; I believe it was. Was the proposal made with your knowledge? No; I do not think it was. Had there previously been a determination come to amongst the owners of the lease to become possessed of the freehold? I do not remember. I think you and Mr. Ormond acted as treasurers of the purchase money? I think Mr. Watt was; we drew upon him for the amounts we wanted. Do you know anything of a mortgage to Neal? I do not know about it. I may have heard of it before; most likely I did. Were you or any of the lessees interested in the money for the mortgage? I for one certainly was not. How came you to go out to Henare? I cannot remember; I know I did. Have you given the exact words used by Henare? As near as I can remember. Was the £12,000 offered for Henare's share? No; for the whole block. How came you to suppose that? Henare told me Tanner had offered him £12,000 for Heretaunga. Did you not hear that Mr. Tanner was going to Wellington? I am not aware of it; I may have known it. I do not recollect. Did he not inform you he was going to Wellington with Messrs. Maney and Peacock to purchase Tareha's shares? I do not remember. Had you any communication with Mr. S. Williams at Wellington? Certainly not. Were you not asked to concur in the sale? Most likely. I was asked to give a cheque for my share. Previously to Mr. Tanner's going to Wellington, was there no determination of the lessees to acquire the freehold? I do not remember; we may have talked of it frequently. When did you first hear of Tareha's share being sold? I think when Mr. Tanner returned, when I paid the cheque. I think I heard from Peacock that he was disgusted with Tanner's action in the matter, and that he had another deed; and if Tanner had not come to terms he would have kept Tareha's share himself. Did you not know Tanner went down for the express purpose of buying Tareha's share? Yes. Do you know how the money was paid? No; I was asked for a cheque according to the number of acres I had. What did you hear of next? The next thing I heard of was at Cuff's office. Did you not hear of Waka's matter? I may have. Did you not hear from the Rev. Samuel Williams? I may have. You were aware proceedings were taken to upset Parker's deed? Yes. Were you aware a settlement was pending? I believe so. Were you aware that a purchase was contemplated? I cannot remember. What do you recollect in reference to it? I remember that we were to purchase Waka's share in the Heretaunga Block, and that the other lands were reconveyed. While the suit was pending had you ever seen Mr. Wilson about it? I do not recollect. Can you not recollect whether Waka's money was paid before or after the final settlement? Part of it was paid before, and I think part of it at the time. From whom did you hear Pahora's share was to be sold. I do not recollect. Did you hear whether any other persons were endeavouring to purchase his share? I do not know. Did you not hear of some transaction at Pakipaki? No. From the information I got, I heard I could get Pahora's share. When you saw Wilson you proposed to purchase the share from Pahora? Yes. And he suggested the other deeds? No; he did not suggest anything; he did not fall in with my proposal. What had he to do with it? Mr. Wilson was my solicitor at the time. I proposed this as a scheme to prevent Pahora making away with his share, or for preventing his selling it for £50. Who was your informant? I cannot recollect. Was the conveyance you took from Pahora meant to prevent his selling to any one else? Yes. Shortly after this the deeds of trust were prepared? Yes. Had you any consultation with any of the other purchasers as to the steps to be taken to prevent Pahora from selling? Possibly with Mr. Tanner. Can you recollect when such a consultation did take place with Tanner? I cannot recollect. You got these deeds afterwards signed? Yes. Did you hear afterwards of this deed being obtained from Pahora? Yes. What was the next event took place? I think the paying the money at Cuff's was the next transaction that came under my personal notice. Did you not hear of Tanner's agreement with Karaitiana and Henare Tomoana? Yes. When did you first hear about the arrangement? I could not tell the time. What did you hear as to the price of the block? I could not tell exactly, £12,000 or £13,000. Was that to include Neal's mortgage or the sum paid for Tareha's share? I do not remember. Did you hear what each grantee was to get. No. I knew Karaitiana was to get £1,000, and Henare £1,000, besides their shares. Was that negotiation the result of the purchasers taking steps to acquire the freehold? I do not recollect. Of what sum were they to be part payment? I cannot recollect. Were you asked to assist in paying the money? I do not remember. I recollect no particular meeting of the purchasers; no particular price fixed, and no particular instructions to Mr. Tanner. Can you remember Mr. Tanner informing you of the written agreement he had got from Karaitiana and Henare? Yes, I think he did. Were you aware of Karaitiana's objecting to carry out the purchase? Yes. Had you any meeting about it? I think not. Did you take any part in it? I took a copy of Karaitiana's agreement with me to Wellington. Did you go for that purpose? No. How long after your return were you asked to come to Cuff's. I do not remember. Were you aware when you came in what was the amount of the purchase money? Yes; I understood it was to be £19,000. That included £1,500 to Tareha? Yes. Also Arihi's? Yes. How much was it? £2,500. Also Neal's mortgage? Yes. How long was it before you knew what the purchase money was? I do not recollect. What time in the day, the first day, did you get to Cuff's office? I do not know; not very long; I only remember two days in connection with the final signing at Cuff's. Who was there? I think all the six grantees. What did you do on the second day? I was waiting about. I have no recollection of anything except giving Karaitiana £100. Do you recollect the reason the transaction did not take place the first day? It may have been because one of the grantees was not there; the next day, the 23rd March, I came back to Cuff's office. I could not say whether I came by myself. Before this had you heard that Henare had signed a deed of conveyance? Yes, I think I did. Did you hear he was to be asked to sign it? I think I had. Had it been intimated it had been arranged to give amounts to Henare and Karaitiana? Yes; most likely by Tanner. Can you say on what occasion were you so informed? No, I cannot. When you came into Cuff's office, who was present? Mr. Cuff, Mr. Tanner, I think

Captain Russell and his brother, I am not sure, and one of the Hamlin's. What was the first thing done? The orders were produced and laid on the table. Was not the deed signed early in the morning? It was signed after the production of the orders, and a cheque signed and put down. The orders were shown to the grantees. Up to that time had you heard what each man was to get? No. What did you think they were to get? There may have been £1,000 mentioned for Karaitiana and Henare, and also, perhaps for Manaena. Was there not to Noa? I do not remember. Were you present when the deed was signed? Yes. Was anything said to the Natives about this bonus of £1,000 to Karaitiana and Henare? There was nothing said by the interpreter about it. I do not remember anything said, except by Karaitiana himself. But whether before or after signing I do not know. Was anything said to the grantees, then together, about the annuities? I do not remember that being mentioned. Was it not understood that Karaitiana and Henare were to get £1,000 each more than the others? Yes, it was so, at the time the agreement was made. What was the amount of the cheque you placed on the table? It was £2,387 5s. 3d. Had you any conversation previously with Karaitiana on the subject before the Natives were dealt with? I do not remember any. Did not Karaitiana arrange with you to take the money? Certainly not. I had no power to make any arrangement. Were you informed Sutton was authorized to obtain Manaena's signature? I heard so. Were not you aware that Manaena was to have £1,000 and an annuity? I am not aware of the conditions under which he signed. Did you not consider you were under an obligation to Pahora to see he got the £750 expressed as the consideration for the conveyance of 29th July, 1869? No. Had the arrangement by which Karaitiana and Tareha were to get £1,000 each, been varied before the execution of the deed? Not that I know of. Did you see each man sign? Yes, I did. Were you aware Karaitiana intended to take the whole of the cheque and appropriate it himself? No. Was it intimated to the grantees that the cheque for the purchase money would be handed over? Certainly not.

Chairman.] Had you any conversation with Karaitiana about the disposal of the balance? No.

Mr. Sheehan.] While you were going through the orders, was nothing said by them about their respective interests in the purchase money? No; not to my recollection. Who was the first to break the silence after Karaitiana took up the cheque? They commenced talking, I do not remember what about. How long did you remain in the room after the cheque was taken up before you went into the other room? I cannot say; it might have been five minutes, ten minutes, or a quarter of an hour. Can you recollect why it was necessary to go into the other room? No. Were you not aware the conversation was adjourned to the other room, so that it might have been secret from the Natives? It may have been so; I do not know whether it was or not. How long were you there? That I do not remember. What did you talk about? About the reserve and Henare's debt; I do not recollect any other subject. Was not the question of the annuities spoken of? It might have been. What had you understood about the reserve before? That it was to be reconveyed to Henare and Karaitiana. Was anything said to the Natives about the reserve when the deed was signed? I do not remember. Was not the adjournment to the other room so that the other Natives should not know about the reserve? Perhaps so; I was quite in ignorance of any motive of that kind. Were not Karaitiana and Henare taken in by you and Mr. Tanner? Not that I am aware of. Was it not because you wished to inform them that the arrangement as to the trustees of the reserve could not be carried into effect? Your question is new to me; I am not aware it was so. In reference to the statement that Karaitiana and Henare wished you to become the trustee, was not that made because they could not have their own names in? I do not know. Is that all you remember took place? That is all I remember. Was not the subject of the annuities part of the conversation? Yes; £3,000 was deducted for them. When was it arranged? Previous to the final settlement. During those two days was it not spoken of? I do not recollect.

James Nelson Williams—Examination resumed.

Witness desired to make a correction in the evidence given by him on the previous day. He stated:—On 22nd March, 1870, I met Karaitiana, and spoke to him about the amount to be paid to Arihi, £2,500. Karaitiana objected to that amount being taken out of the £15,000, the purchase money agreed upon. After our conversation we agreed to take £2,000 out of the £15,000, and pay the £500 ourselves. Also part of the private conversation in the Masonic Hall was about Matiaha's share. It was then agreed that £1,000 should be deposited with Mr. Cuff and myself. We were to pay this amount to whomsoever was declared to be Matiaha's successor, on his giving us a conveyance. Did you not also discuss, on the 22nd March, with Karaitiana, the amount of the extra consideration to Arihi? I do not remember. I feel as certain of it as I can do of anything. Did you not also go into the question of apportioning the money to the other grantees? No, I do not think so. I presume Mr. Tanner reported from time to time the progress of negotiations? Yes; I have no doubt he did. Do you not remember him telling you he had obtained the agreement? I have no doubt he did. Did he not inform you of the amount to be paid to Karaitiana and Henare? I do not think he did; there was so much for each. I think there was some arrangement about Karaitiana getting £2,000; Henare, £3,000; and Paramena and Pahora, who were to have £1,000 between them. Was there not some arrangement that Karaitiana and Henare were to get £1,000 extra? I do not remember. You were not taken by surprise when Karaitiana asked you for the £1,000? I was surprised he should ask for it. Did you not know that the £1,000 was the extra sum he was inquiring for? I do not know whether it was that specific sum, but that it was a £1,000. On the 23rd March, do you recollect any of the Natives speaking when you came out of the other room (the Masonic Hall)? Yes, Paramena spoke to me. Did he not ask you, Where was the money he was to get? Yes. What reply did you make? I told him Karaitiana had got all the money that was left. Did not Noa Huke also speak in similar terms? I have no recollection of it. I remember asking him about the £1,000. Before the signature, did you say, for instance, Manaena, your share is £1,000; you have given such and such orders, and there is a balance coming to you of so much? No; they were shown the balance of the whole amount—£8,500 I think it was. Was this said, Your share was £1,000; you have had so much, and when you have paid your debts you can look to Karaitiana for

Heretaunga.

Complaint No. 1. —*continued.*

the balance? No. Was anything said which would advise Manaena that there was any alteration made of the terms which induced him to come into the purchase? No, I do not think so; if there was any alteration of the previous terms, there was no information to the grantees before signing. What acreage of the land did you and your brother hold at the time of the sale? 3,700 acres in round numbers. Did you not, shortly after the purchase, obtain a large sum on that property? Yes. What is the amount for which that property is now security? £7,000. That sum was advanced shortly after the purchase? Immediately. How long after did you sell a portion? Twelve months. How much did you sell? 200 acres. How much did you get for it? £5 an acre. I sold it to a man who was working for me; he worked it out by ploughing. You have purchased portions of the block from Mr. Tanner? Yes; 600 acres. How long ago? About six months ago. What was the price? £10 an acre. The land you sold at £5 an acre was unimproved? It was fenced in on three sides with wire fencing, and had an artesian well upon it, and a hedge on one side; the purchaser and I shared the expense of a ditch and bank and gorse fence. The land you purchased from Mr. Tanner was also unimproved? It was drained. At what outlay? I could not give you any idea. It was fenced in on three sides with wire fence. Have you sold any other portions, or purchased? No. In the division of the block amongst the purchasers, had not you and the Rev. Samuel Williams the first selection? After Mr. Tanner we had. I am quite sure we were after Tanner. How did you become entitled to that priority—the order of the others was determined by lot was it not? I believe it was. I was away when the division was made. Mr. Coleman acted for me Mr. Samuel Williams had a power of attorney to represent me. Mr. Samuel Williams is my cousin and brother-in-law. Did not the Rev. S. Williams and yourself acquire that right in recompense for the service rendered by one or both of you in arranging the lease? I am not aware of it. I was away from the Province about eighteen months. Was it not a recognition of the Rev. S. Williams's services as negotiator? I do not remember that I have been told so, nor do I know it to be so. Will you swear that it was not in recognition of the Rev. S. Williams's services? I should be sorry to swear anything of the sort; it may have been so, but I do not know it. When was it first arranged that Matiaha's successor should receive £1,000? I do not know. When did you first hear of it? My first actual knowledge was from Mr. Tanner, on the 23rd March, when the balance was paid. You recollect it being mentioned on the 23rd March? Yes. Was it not mentioned to the other Natives? The people Matiaha represented were about, and they heard it. Did you not, on the 22nd March, go into details with Karaitiana as to the division of the money? I do not think we did. Were not all the grantees consulted in reference to the £1,000 being put aside for Matiaha—(Voucher No. 17 produced, dated 22nd March, 1870)? Very likely, after discussing the amount for Arihi's share, we may have gone on to settle what was to be paid for Matiaha's. On looking at his voucher (No. 17) I see that the amount must have been arranged with the three grantees. Will you undertake to say the amount of other shares was not settled? All I can say is, I do not recollect it. In conjunction with Mr. Ormond, you drew on Mr. Watt for the moneys to be paid on the land? Yes. Was there any one else applied to? There had been a previous application to the New Zealand Trust and Loan Company. If we could secure the whole block, they would advance the money. The bulk of the orders—Nos. 1 to 15—were they paid at that time? I believe so. You were aware what each grantee was to get? We did not know what each was to get. You were aware Noa Huke received, or was debited, £1,012; Manaena, £799: Pahora, £322; Paramena, £619; Karaitiana, £2,794; Henare, £3,084; and £3,000 deducted for the annuities? Yes. Was nothing said by any of the purchasers, on the fact becoming apparent that you were apportioning £300 to Pahora, and £3,000 to Henare? No. I considered by placing the balance of the money on the table, it was for the chief of the tribe and the other grantees to settle it amongst themselves. Karaitiana received the balance of the purchase money? Yes. An item of £307 8s. appears against Karaitiana, purporting to be advances from Mr. Tanner? No doubt it was. Did you see the account of this? I do not remember. I will not undertake to say there was such an account. £142 4s. 6d. against Manaena, what was that account? It was an account paid by Mr. Tanner, and charged by him against the purchasers of Heretaunga. Will you undertake to swear that account was produced at the time of settlement? No; it was not produced. Mr. Tanner charged a lump sum as against the purchasers—as between ourselves. The sum did not appear in the settlement between the purchasers and the Natives. Was not that account produced at the time of settlement with the Natives? No; Manaena was not charged that amount at that time. Was Karaitiana charged with £307 8s. at that time? Yes. In explaining the accounts, was not Karaitiana debited with £1,000 out of the consideration money for his annuity? Yes. Our solicitor informed us it would have to be expressed in the deed as £1,000 on account of the duties. Was it not proposed by the purchasers that these annuities were to be over and above the consideration expressed in the deed? I do not think so. How came it that the solicitor had to inform you that those sums for the annuities must be expressed in the deed? He informed us it would have to be done on account of the duties. Had it not been the intention of the purchasers that the sums for the annuities should not be expressed? I had formed no intention on the subject. I should be guided altogether by my solicitor. Will you swear it was not intended by the purchasers that the sums should be left out? I will swear it was not intended by myself. I understood it had to be put in for the purpose of assessing the duties. What amount was paid to provide the annuities? £2,134 for nine years. We paid each of the grantees one year's annuity—£300, I believe. Did you inform the annuitants you were going to make £600 by paying in this way? You put it in a new light. I never did think we made £600. The sum had to be expressed in the deed as £3,000 for the purpose only of the duty. What was the total amount advanced by Mr. Watt? I think the whole account was £26,000, including everything. What would make the difference between your statement of the amount paid to the Natives and the amount of Watt's account? There would be £3,000 bonus to Watt, duty stamps, and interest. Besides these sums, were there not payments to interpreters? Yes. What was the amount paid to the interpreters? I do not know. Watt did not find the money for Tareha's share.

Mr. Lascelles.] You knew Mr. Tanner was negotiating for the purchase of the block? Yes. Was it left with him? Principally. Did you ever interfere? No. Was there any alteration made in the

price of Arihi's share? I think it was first £1,500, and afterwards £2,500. Were you consulted? No. Were you aware of any arrangement whereby the reserve was made a secret? No. What was the state of the Province as regards prosperity? It was not at all flourishing; the country was very unsettled as regards the Maoris, and the value of property was greatly depressed; it was not saleable. The block was purchased and is used as a sheep farm. What was the difference in the price of wool then and now? I think in that year my washed wool sold at 1s. 2d., the gross price in London; at last sale I got 1s. 4d. to 1s. 7d. for greasy wool of the same quality, and for washed from 1s. 11d. to 2s. 4d. What is the lowest sum you have offered land for? The same land I bought from Mr. Tanner was offered for £5 an acre for twelve months. Is there any difference in regard to the geographical aspect of the block? Yes; the river has changed its course, to the improvement of the property. Do you know Mr. Tanner's property? Yes. Do you consider there has been an increase in its value from the change of the river? Undoubtedly it is much improved; formerly it was often flooded; I have seen hundreds of sheep drowned in the middle of it. What was the state of that 600 acres when you purchased it? The river used to flow over it. When I bought, the river had changed its course, and it is now dry. Have you ever seen that 600 acres flooded? Yes; I have seen it four or five feet under water—not since the river changed its course. What proportion of the Heretaunga Block was swamp when you purchased? I should think fully a quarter; a large proportion is still swamp. A good deal of money has been expended in draining; some portion of it is still liable to floods. Can you state what proportion is held by McGown? 2,400 acres, I think. What is the description? Part of it is fair, and part of it gravelly. What proportion of land is shingly? There is a narrow strip running through it. At the time you purchased the block, how many years' purchase was land let on lease sold at? I do not call to mind any purchase at the time; but since then, I believe, ten years. Did you take any part in the arrangement whereby the purchase money was apportioned amongst the grantees? No. At the time of the settlement of accounts, was it proposed to purchase the Government annuities? I believe it was talked of.

Mr. Maning.] What is the average value of the 200 acres you sold? It is better than the average of the whole block.

Wi Hikairo.] Did you say there was a good deal of trouble among the Natives when you purchased? Yes; about the Hauhaus. Is that the reason the land was of little value? Yes; because it frightened people from coming into the Province. Did you say you were frightened of the Hauhaus when you purchased? No; we were here, and could not get away from them. There was no trouble amongst the persons to whom the land belonged? No. Was the trouble between the Government and the Hauhaus? Yes.

Edmund Tuke sworn.

(Witness for complainants called on question of value.)

Mr. Sheehan.] I am a settler, residing in this district. I have been here twenty years, and have been engaged as a sheep-farmer. I have leased lands, and sold lands; but I have not had the experience of a broker. I consider I am competent to give a fair opinion as to the value of land. I am acquainted with the Heretaunga Block. What do you consider would have been a fair price for the block between July 1869 and July 1870; the block containing 17,785 acres, and being then leased for twenty-one years from the 24th April, 1867, at a yearly rent of £1,250 for the first ten years, and £1,750 a year for the remaining eleven years; subject, also, to a covenant to allow the lessees a valuation for improvements in buildings, fencing, and land laid down in grass? I should think the land was worth £3 an acre, taking it all round. Land adjoining was sold at £5 an acre by the Government, in small blocks of 80 acres. I value the land at £3 an acre in 1870 to the holders of the lease. Supposing you were a lessee of the block? I would have given more than £3 an acre.

Mr. Maning.] Do you know of any block of that size having been sold at £3 an acre? No; I do not know of any block of that size.

Chairman.] Do you observe that you would at that price be getting not quite 2½ per cent. on your investment for the first seven or eight years of the term, and only about 3½ per cent. for the remaining eleven years? I should think it a very good investment. In 1887 the land will be worth £40 or £50 an acre.

Mr. Sheehan.] What has been the rate of increase in the value of land during the last four years? Adjoining my land, some land has fetched £30 to £36 an acre. What is the nearest distance to Heretaunga from Napier? About eight miles or nine miles by Pakowhai. Is the average of the land in the block inferior to the plains adjoining? No; I think it is one of the best blocks in this or any other Province. What would you have considered the fair rental of the land per acre in 1867? I should think 5s. an acre all round, decidedly, including the swamp. I would not say the shingle bed was worth anything. Is the land all drainable without special appliances? I should think the greater part was; I am not acquainted with the levels. I should think there was a good fall. In saying the land will be worth £40 or £50 an acre, I mean to say that it is scarcely possible to say what in seventeen years it will be worth, if land continues to rise in value according to the present ratio. Do you consider it a reasonable expectation, that at the expiration of the lease, the land will be worth £15 an acre? Most certainly. Are the valuations you have given what you would have given yourself had you wanted the land? They are; I consider the land was worth £3 per acre in 1870, and should have been happy to have given it myself.

Mr. Lascelles.] Have you bought or sold land? I have bought small blocks of 60 or 70 acres. Have you ever sold a block of 1,000 acres? No; my transactions have been in small blocks—suburban lands at Meanee, about six miles from Napier. There is a good road, with 'busses running twice a day. I have leased land in large blocks. What rent did you pay? £60 a year; I daresay it was double 10,000 acres. It is a long time ago; I have had nothing to do with the leasing or selling land since 1867. Had you anything to do with the Matapiro Block? I had a lease of it. It was before the Native Land Court prior to 1865. I held it for six years. I sold it, I think, in 1864 or 1865. It was 22,700 acres. What rent did you pay for that? I think I paid £300 a year. Were you

Heretaunga.

Complaint No. 1 —*continued.*

over the Heretaunga Block in 1870? I cannot say. Has the course of the river been altered since then? Yes; it altered its course in the flood. Eighteen years ago, the river ran in its present course. Have you ever been an agent for buying or selling land? No; I have never been an agent for any one. Can you give a single instance where land let for sheep runs has been sold at a rate to give 2½ per cent. interest for the purchase money? I do not know of any such sale. Or to give 5 per cent. only? I cannot remember any. What was the rate of money in 1870? 10 per cent. was the current rate. Are you acquainted with Alley's land at Taradale? Yes. At what rate did Mr. Colenso purchase that land of Alley's at the auction in 1869 or 1870? I cannot answer that. I think it was sold afterwards—four or five months ago—at £14 an acre, and the sale was rescinded; afterwards Mr. Maney bought the land for £11 an acre. I do not know anything of the terms. Is that land all improved? Yes; all under grass—some of it subject to floods.

Chairman.] What was the acreage? About 300 acres. Can you state whether any land in 1870 sold at a higher rate than twelve years' purchase? I do not know. What is the cost per acre for fencing and laying down in grass? About seven or eight years—or perhaps ten years ago—it was £7 an acre. I think it is a great deal less now; fencing material is much cheaper. Is not the value of the land about Taradale materially increased by the prospect of the new road now being made from Munn's Point? Not as yet; I think, no doubt, it will increase the value. On what ground do you base your calculation about the price of the land in 1887? The railway being now formed is one thing. What portion of the Heretaunga Block is swamp? I do not know; I know there is a good deal swamp. Have you examined it to ascertain whether it could be drained? I have not. Are you prepared to state what has been drained? I do not know. Have you ever ridden over the ground? I have; I was thinking of taking it as a sheep run many years ago. Can you state what portion is an old river bed. About 1,000 acres; I never measured it; it is a guess. Have you ever been on the Puketahi Hill? Yes; very often. Not since the occupation by Mr. Gordon. You can see the whole of the block from the hill. Have you had much experience in draining land? I have cut a drain. Can you give me your experience in the cost of draining? I cannot. What has been the rise in the value of property since 1870? It has risen considerably; I should think sheep runs have risen in value 50 per cent.—the first and great cause is the price of wool. What is the difference in wool per lb. in 1870 and now? A difference of 1s. per lb. on washed wool, and on greasy about 8d. Greasy was fetching about 5d. when wool was down. At the time of the purchase of this block, what was the state of the sheep-farming property in this district? It was in a bad position. What was the position of farming property? I cannot say; I had no experience.

Mr. Sheehan.] Is any part of the block suitable for agricultural purposes? The greater part of it.

Wi Hikairo.] Was it only in the Meanee district you have purchased land? I have purchased land a long time ago. Do you know the price paid formerly for land in that district? £6 an acre. Is it not a district subject to floods? Some part of it; some of it has been sold lately at £12 an acre. How far is it from here? It is five miles from here. Were you sheep-farming in 1870? No. Do you know the Little Bush? Yes. Did you hear how much that was purchased for? I think £400. Is that superior to Heretaunga? No; Heretaunga is much superior to the Little Bush. Did you hear the price that was given by Mr. Russell? £450.

Henry Stokes Tiffen sworn.

(Witness for complainants called on question of value.)

Mr. Sheehan.] I am an old settler in this Province; I have been here since 1849. Since 1853, I have had a large experience in buying lands. I have held various offices in connection with the Lands Purchase and Survey Departments. On the separation of the Province, in 1858, I was Commissioner of Crown Lands and Chief Surveyor. I have not been intimate with the block since 1858, during the trigonometrical survey. I knew the block at that time very well. From your knowledge of the land, did it differ materially from other parts of the plain as regards swamp and gravel? There was great havoc being made by the Ngarururo River in the north-west corner, but the swamps were decreasing, and English grass and clover spreading, when I last went over it. What was your opinion of the block? Some of it is very good, other parts very shallow soil. The swampy portions have a hard clayey subsoil, which does not tend to the fertility of the soil at present, but it may make good tillage land hereafter when worked. What do you suppose the land was worth in 1870? The question is a very difficult one. The value of the land would be £3 an acre sold in sections. If cut up into sections there would have been no doubt about finding purchasers. My estimate is based on what I was actually selling at. In 1869, I sold one block of 1,200 acres at £3 an acre, thirty-nine miles from Napier, and I refused applications without number for the land. It was part of my Homewood run, unimproved. In 1867, I sold land at £5 2s., 345 acres, unimproved, on the Puketahi Hills. In December, 1869, I sold over 300 acres, at £3 3s. per acre, on my run at Homewood, unimproved. The parties purchasing were to pay the whole fencing. I bought the land at 30s. per acre of Mr. Tollemache. He bought it at 10s. of the Crown—nominally at 10s. an acre, but it was paid for in scrip, and really cost no more than 6s. an acre. I should think the Heretaunga land much better than the Homewood. I would willingly exchange. I have never yet had a purchase of land from the Natives, because I was afraid of the title. Can you give a general idea of the value to lease of land within from ten to twenty miles of Napier? It is very various. I should say about 6s. an acre would be a fair average. Assuming you to be the owner in 1870, and that you had leased from 1867 for twenty-one years, at a rental of £1,250 first ten years, and £1,700 for the residue of the term, with improvement clause—what would you consider a fair price for the land, say 16,000 acres? It resolves itself into the question of the value of money. We were then paying 12½ per cent. to our agents; now we can get money at 7 per cent. The block in hand would have fetched £3 an acre all round, cut up into 50 or 100-acre allotments.

Mr. Maning.] At that time, if it had been forced into the market, I am not prepared to say it would have fetched £12,000, owing to the depression of every kind. People were afraid at that time to live out of town. We had wars, floods, droughts, and, worst of all, a low price of wool. Do you

think Heretaunga, while in one block, would have fetched £3 an acre? If you had taken all Napier, you could not at that time have raised £52,000. In 1867, what would you consider a fair rental? I can only tell you from the price I was letting at: I was getting from 4s. 6d. to 8s. an acre. Would 3s. an acre be a low rent? I should not consider it a very low rent, there is such a very great risk; with a good title it would be a low rent.

Mr. Lascelles.] When did you buy Green Meadows? About 1857; it is nine miles from town. I paid 10s. an acre for one lot—for 900 acres; for 2,400 acres I paid 16s.; for 60 acres, £11 8s.; and for 70 acres, between £11 and £12. Have you bought any land adjoining since? About seven acres. Do you know at what rate Alley's land was sold in 1870? I have not heard. What price was paid to the Government for Homewood? It was the first purchase from the Crown on Te Hapuku's block. Nominally 10s. an acre; some of it was sold at 5s.; this was in 1855 or 1856. If wool had not risen in value, would you have put the value of the land at £3 an acre? I should.

Mr. Sheehan.] When did you give those high prices for parts of Green Meadows? I think it was in 1867, just before the bad times came on us. The pieces lay in the midst of my own freehold. What did you consider the value of the adjoining land? The general value of land on the Meanee Flat, was then £15 an acre; I sold some as high as £40 an acre, in lots ranging from ten to forty acres; one lot I sold was sixty acres. They were bought by small farmers who wanted a home; they were sold on purchasing clauses. Now there is a village there. In 1867, when you were paying those high prices, what was the value of the land you bought in 1857 at 10s. and 16s. an acre? I was then letting it at 9s. an acre to Colonel Whitmore. Afterwards, when times became bad, at 4s. 6d., with a purchasing clause at £7 per acre. There was no doubt that there being no other land open at the time increased the value; at the time I made the agreements for selling at the high rates I have mentioned.

Karaitiana Takamoana recalled.

Chairman.] You sold some land at Pakowhai? Yes; a long time before the sale of Heretaunga, I sold 400 acres, at £10 per acre; it was one person purchased it—McHardy.

Mr. Maning.] What was your reason for selling Heretaunga at the price you did? It was through fear; that was the reason for my selling Heretaunga. Was the piece improved? Grass was on it, self-sown. Was it fenced? I had fenced it.

Chairman.] How was the rent under Tanner's lease divided—how much to Henare? Perhaps £400—Henare had the money for Arihi, Paramena, Pahora, and Waka, £100 per annum; Noa, £150; Tareha, £100; Manaena was with us; Matiaha, that was included in mine; the other £300 would be with us. Who paid the interest on Neal's mortgage? I do not quite know about that.

EVIDENCE FOR RESPONDENTS RESUMED.

John Davies Ormond sworn.

Mr. Lascelles.] I have an interest in the Heretaunga Block; it was originally one share, about 1,200 acres; there were twelve shares, and Mr. Tanner had besides a separate piece. I originally came in under the lease before the land passed through the Court. I was not mentioned in the lease when Mr. Tanner first took it; I came in afterwards. I have had nothing to do with the negotiations. I have never spoken to a Maori one syllable on the subject from the time the negotiations commenced until they terminated. I knew something of Tareha's and Alice's shares being bought. The only active part I took in the matter was, that I was deputed by the purchasers to sign orders on Watt jointly with Mr. James Williams. I was at Wellington attending the General Assembly when Mr. Tanner came to Wellington, and I heard from him that Maney and Peacock were intending to purchase Tareha's share. I advised Mr. Tanner to do all he could to prevent Tareha from signing; but one day he came and told me that Tareha's share was sold, and Maney and Peacock had acquired it. He also told me it was open for Heretaunga lessees to purchase for £1,500. At first I hesitated, as far as I was concerned, to agree to purchase, but afterwards I determined to buy with the others. It was partly on account of the price I hesitated, as I thought if all shares were to be paid for at that price it would be too much. I also hesitated because of the way it was bought, as I wished the block should be purchased in one large transaction from all the persons interested. That was the understanding amongst the lessees. It was departed from first in Tareha's instance. It was then changed against the wishes of the lessees—certainly against mine; that is the reason it was bought for Maney and Peacock. Mr. Tanner said in Wellington, Either we must give £1,500 or let Maney and Peacock keep the share. As to the alleged advice given by you to Karaitiana to sell Heretaunga, you heard Mr. Wilson's statement? I think about a month ago Mr Wilson came to my office on Provincial business. He told me of some money in connection with the Pakowhai Block in his hands, £1,000. I understood it was some kind of trust money. Karaitiana wanted to get it for the purpose of paying the debts? I told Mr. Wilson if I were him I would not pay the money over, as I understood that the nature of Karaitiana's interest in Pakowhai was likely to be enquired into at the Commission. He then said, Well, then, I must find the money somewhere else, I suppose. I said, I suppose so. Wilson said, He has plenty of property; he must sell some and pay these claims. I believe Wilson was correct in his statement of my reply: "You had better take care, or you will be charged, as I have been, with pressing Karaitiana to sell his land to pay his debts." I think Mr. Wilson's answer was, that it was proper he should do so. That is my recollection of the interview. Did Karaitiana ever apply for assistance to release his gig? He came to my office first, and asked me to give him Government money to release his gig. I told him Government had no money for such purposes. He then asked me to lend the money. I refused; his credit was as good as anybody's, and it was his business to do as other people—get money to pay their debts. Not a syllable about Heretaunga was mentioned on that or any other occasion in private interviews. After Karaitiana came back from Auckland, Heretaunga was mentioned between us at Pakowhai. I had gone out with Mr. E. Hamlin, the Government interpreter. My object in going out was—I understood from Mr. Locke that Karaitiana was in a very sulky state about his own and

Heretaunga.
Complaint No. 1 —*continued.*

people's debts. My object was more to see Karaitiana and talk over these matters, and to give him any advice I could. In the course of conversation he told me he had asked McLean to give him money on Heretaunga; and he asked if I had no money for that purpose—meaning to ask, Had McLean sent money? I told him I had heard nothing whatever from McLean, and that I did not think the Government would advance moneys in the way he had indicated, as a kind of loan on the land. I may add I knew the position of the block—tkat Karaitiana and Henare Tomoana had agreed to sell, and that it was impossible to do as he proposed. I did not mention that to him, though I knew it. He simply said he understood the money was to be obtained from the Government. The end of the conversation was, that he said he would come into Napier. It was not desirable at that time that leading Natives should be holding aloof. It is perfectly untrue I used my official position to urge the sale of Heretaunga. I have never spoken to any Native about the sale; the idea that my refusing to pay the £40 was to bring about the sale of Heretaunga is simply ridiculous. What is your knowledge about the purchase of Arihi's share? I knew it was bought, and probably the price. I did not know of the terms of the sale to Tanner. I had no idea of the date fixed for the payment. Mr. Tanner had gone to Waipukurau. I heard from him by telegram about the terms required. He then told me that Watt, Arihi, and her trustees, were there. Had you anything to do with the settlement at Cuff's office? No; I don't think I was present at Cuff's office during the three days. I was there once with the other purchasers; but I met no Natives there. I think it was in reference to some difficulty with Mr Wilson about a deed of ours he had got possession of. What was the condition of the block at the time of the first lease? It was very rough—a great deal of rough tutu, fern, and flax, and generally unfit for sheep. I cannot speak much about the corner towards Havelock; but over the other part I did not see any clover or grass. Along the track from Te Awa te Atua to Havelock, there might have been a little grass and clover. The lessees used the block for sheep. Mr. Tanner occupied his piece separately; the rest of us ran our sheep together. We used it as a wether run. Each person had the right to put 500 sheep on his share; that was considered all it could carry. It was not a return at all commensurate with the rental. This same number was the number kept on the block up to the time the land went through the Court and the legal lease was obtained; and the object of the lessees in agreeing to such a rent was, that they got an improvement clause, under which, by spending money, they could make the land productive. Shortly after the regular lease was obtained I fenced in my portion, and was able—it being much above the average—to keep 800 sheep on it. Has any other circumstance made an alteration in the value of the block? The alteration of the river bed has been a considerable advantage. It does not flood one-half the land now it did formerly. I should think the ordinary floods now cover only 2,000 acres of the block. What quantity of land was swamp at the time of the purchase? It would be difficult to say. There was a large swamp at the top end; I should say there was between 4,000 or 5,000 acres in the whole. It is difficult to estimate. That is my idea of the extent. After the lease and before the purchase Mr. Tanner was the first to open his part for sale: he disposed of it in small lots, in 50 acres and upwards, to small farmers who could plough land for him. They ploughed three acres for one he gave them; and then they had the right to purchase at £3 an acre, on deferred payments. I am not sure whether the £3 was in addition to the ploughing done or not These sections were above the average in quality and position. After the purchase, I knew that Mr. Tanner had that land open for sale on deferred payments, at £5 an acre, for between one and two years. The Messrs. Canning declined to buy at that price. Are you acquainted with McHardy's land in the Pakowhai Block? I had looked at it before McHardy bought it, and I have been often over it since. I should say it is the best pasture land I know of in New Zealand, and at the time McHardy purchased it it would keep four or five sheep to the acre; it was covered with magnificent grass. I was not Superintendent at the time the land was sold. The Provincial Government has bought all on this side of McHardy's fence and the river. The Papakura Block was 3,363 acres. It was first rented from the Natives at £600 a year for the first ten years, and £700 for the next eleven years. The Hikutoto acreage, 930 acres, was rented at £250 for the first ten years, and £300 for the next eleven years. These blocks were cut up into 40 or 50 up to say 250-acre sections. They were leased by auction, the Government promising the lessees should have the right to purchase on a valuation. The average rental of Papakura was 18s. 5d. per acre, of Hikutoto 16s. In 1868 the Government bought Papakura for £9,500, and in 1869 purchased Hikutoto for £2,600. The lessees began, after the purchase by the Government, to exercise their right to purchase. Mr. Park acted as valuator for the Province in the first instance, and the lessees got a person for them, and in case of disagreement, a third person. The result of these sales (which took place from 1869 to 1871, principally in 1870) was, that the Hikutoto, for which the Government gave £2,600, realized £3,190; and the Papakura, £9,500, realized £9,568 net. What profit the Government made was only on the rentals, which were ridiculously high. The rentals paid for the surveys and saved the Government from loss. I find the highest price paid on Papakura—£7 per acre. A 40-acre section realized £270, and the rental was £81. There was another section, 79 acres, fetched £556; the rental was £142. The lowest prices were at Papakura, 31 acres, £65; £31 rental. There were then two sections (100 acres each), which fetched £150; their rental was £30 each. The average price of the sections was from three to four years' purchase on the rental; the lowest was one and a half year's purchase. This land (Papakura) is of the same quality as Pakowhai, but generally not so dry. Both blocks were fairly covered with English grass. Section 10, leased by W. and H. Parker, 232 acres, at a rental of £69 15s., was subject to floods. At the valuation it was valued at 5s. per acre, which I as Superintendent refused to accept. The reason I refused was because the Government would have lost. I offered to let it go at £1 per acre. This land was kept on until November, 1872, when it was sold by auction, and realized £735, although offered at £1 an acre in 1870. At the time of the sale, 5,000 acres of Heretaunga was liable to floods; now I should not think more than 2,000 acres. What was the state of the Province in 1870 at the time of the purchase? There was no demand for land then. What is the most profitable use land is now put to? Grazing; even small farms, such as the Meanee, Papakura, and Hikutoto are used almost entirely for grazing. Almost the only large exceptions are the Natives. I give it as an opinion: these small farms have tried agriculture, but find that grazing is the most profitable

use they can put the land to. Almost all the land on the plain is now used as sheep pasture, and keeps a wonderful quantity of stock. Do you know Alley's farm? It is very good pasture land. What was it sold for in February, 1870? It was sold by Mr. Lyndon, 270 acres at £1,080. I heard since the prosperous times it had been sold for £11 an acre. At the time of the first sale it was fenced and laid down in grass.

Mr. Sheehan.] Can you recollect the precise time when you were associated with the band of gentlemen desirous of purchasing Heretaunga? It was about six months after the first lease to Mr. Tanner, or before the land went through the Court. I think the first leasing was from a year to a year and a half or two years, not more, before the land went through the Court. I was at that time a member of the Provincial Council and of the Provincial Executive. From whom did the proposition emanate? From myself. I wrote to Mr. Tanner, and told him that I had been in occupation with sheep; that I wanted to have a place near town, on which I could eventually build. I asked if he would give me an interest? His reply was, Yes. He mentioned the people who were with him, the two Messrs. Gordon, Captain Russell, and Mr. J. N. Williams. I am not sure if Mr. Brathwaite was then interested. Mr Purvis Russell did not come in till afterwards—shortly afterwards. He said he was anxious to get an interest. There was nothing special in the terms under which I joined, that I remember. I had not to pay anything by way of bonus to get in. Do you recollect if any question was raised as to whether the block should be made alienable, when the land passed through the Court? I don't recollect. Was not considerable objection made to you and Mr. Purvis Russell going into the speculation by Messrs. Williams? I never heard of it. Who transacted business with the Natives? I think Mr. Tanner. At certain times in the year I paid certain money to his credit for my share. I had nothing to do with the Natives. Were you aware of the intention to insert an improvement clause in the lease? I was living up the country. As far as I was concerned, I did not have a consultation with the others as to the terms of the new lease. Were you surprised to find that the improvement clause had been inserted? No; I was not surprised, because it was usual to have those clauses in leases. After the land passed the Court, we wished to make a beneficial use of the land. The block was surveyed. Mr. Tanner had first choice, and all the rest drew for order of choice. We all met at Napier. I think Mr. J. Williams had second choice, after Mr. Tanner. I think he drew it. I acted for Mr. P. Russell, and drew for him. Mr. P. Russell sold out after a time, when he came back from England. I believe he got £1 an acre for his interest in the lease. It was to be paid for after a number of years. Did you express any opinion as to the propriety of Mr. Purvis Russell going out? I was disappointed at his going out, but do not remember expressing any opinion upon it as a question of value? Tareha's was the first transaction you heard of about the purchase? Yes. Was any understanding entered into between the lessees as to the purchasing? It was understood if we could buy for £12,000, we should buy. I do not recollect any general meeting. From whom did the first proposition come for converting your leasehold into freehold; did it come from Tanner? I don't remember that it did more from him than from the others? Who did the business? Mr. Tanner. I took it for granted he was to do it. Was it not generally known Mr. Samuel Williams had an interest in the lease? I had an idea he had. You have not heard of any assistance Mr. Samuel Williams gave to getting the lease? I did not hear so. What time after the lease was this determination to purchase come to? Very shortly after the lease. Were you aware of any negotiations with Natives before this? No; Mr. Tanner may have spoken to the Natives. The first you heard of the purchase of Tareha's share was in Wellington? Yes; I do not think I heard of it before. What did Mr. Tanner tell you? He said, Maney and Peacock had come down to purchase Tareha's share. I thought it would have been much better if he had not been pressed to sell. Mr. Tanner appeared to concur in that opinion. I do not think he mentioned he had come down under any arrangement with Maney and Peacock to pay their expenses if he got the share. Were you aware of it before the sale? I do not think I was. Did any other conversation take place between you? I do not know how many times I saw Mr. Tanner, but I know that the purport of my conversation was that Tareha should be allowed to go back to Napier, and settle his affairs amongst his own people; this was in July, 1869. There was a change of Ministry in that year? I think not. Were you not in office then? No, not till some time after. Did you not show Tareha some way to get out of his difficulties? I did not know any. I told Mr. Tanner to go to Mr. McLean and advise him. I do not know if Mr. McLean was spoken to on the subject. Were you aware the price was to be £1,500? I knew that was the price. I was not willing to give so much. Till I heard the evidence of Mr. Samuel Williams that he was in Wellington, I did not know he was there at the time; no doubt I should have seen him if he was there. What did you understand from Tanner? That Maney and Peacock had bought. Tanner did not tell you he had taken up Maney and Peacock's bargain the same day? I think he saw me before he took it up. Did you not suggest any action by which it could be obviated? It was put to me by Mr. Tanner, that unless we bought it for £1,500 Maney and Peacock would sell it to some one else. Was the suggestion that Tareha should speak to McLean made with a view to your own interest? The understanding of the lessees was, that the block should be purchased for all the grantees together. That was the way I expected the sale would be carried out. I knew Tareha was a friend of Mr. McLean's—one of the greatest of McLean's Native friends in the district? I know McLean had considerable influence over Tareha. Why did you not see McLean on the subject yourself? It is almost certain I did, and excessively likely he spoke to Tareha; but I cannot say that he did. Was it the circumstance that another person was ready to buy which induced you to close? Yes. Do you know whether any part of the purchase money of Tareha's share was contributed by Mr. Samuel Williams? I do not know; nor whether I paid any portion of it in Wellington. On your return from Wellington did you ascertain whether any of the other grantees had disposed of their interest? I do not think they had. Did you hear nothing of the sale of Pahora's interest? Not till after it was bought. Was there any meeting of the lessees? I do not think so. Were you aware of any of the circumstances attending the sale? I heard of the trust deeds. Did you hear how they came to be given? Nothing, beyond that Pahora was a drunken fellow, and that he might dispose of his interest to some one for a small sum; of course the lessees would not like that. Were you aware Pahora only received £20 of the purchase money at the execution of the deed of 29th July, 1869? No; I was not aware that he

Heretaunga.

Complaint No. 1 —*continued.*

had sold. Between the time of your return from Wellington and the commencement of negotiations at Pakowhai had you no conference with the other lessees? I do not remember. I think after the purchase of Tareha's share we heard that another European was in the market for the purpose of bleeding us. We had a perfect right to protect our interest, and did think it desirable to expedite the purchase. From whom did you hear of Mr. Stuart's being in the field? I do not remember. I may have heard it from Tanner. Do you recollect no information from Mr. Tanner about it? No. Do you recollect when Henare and Karaitiana went to Wellington to meet the Prince? I remember their going. Do you remember they travelled with Mr. Stuart? I do not remember. Did you not communicate with Mr. McLean about it, and ask Mr. McLean to let Karaitiana and Henare have money? I am quite certain I never asked Mr. McLean to connect himself with the purchase in any shape. I cannot explain the payment by Mr. McLean in Mr. Tanner's account of £30. I know nothing of it; nor the £25 by myself. You know nothing of the transaction in December, 1869? Most likely I was attending to my shearing at the time. I was aware Mr. E. Hamlin was employed as an interpreter by Mr. Tanner, in his negotiations with the Natives. What position was he in in respect to the Government? He was Government interpreter; he had a salary; he was allowed to take private business, providing it did not interfere with his duty. When did you first hear of the negotiations at Pakowhai? I simply heard they had entered into the arrangements, not long afterwards probably. From whom did you hear? I should hear it when I came into town. Was it not about that time Karaitiana applied to you for monetary assistance? I do not know; the application was made before he went to Auckland. You became Superintendnt in 1869? I believe so. Did you not hear of these negotiations—had you no communication from Mr. E. Hamlin? I heard that these two Natives had agreed to sell. Is it not probable you heard of it from Mr. E. Hamlin? Most likely I heard of it from Mr. Tanner, who would come in and tell me. But if I had been in Napier at the time, I do not think that Mr. E. Hamlin would have been away three days together, because I should have wanted him. It was the fact in those days that a *bona fide* purchaser with his money in his hands, going to buy the whole of a block, would not stand a chance against middlemen who dealt with them for their separate shares, who advanced goods and money when the Natives wanted them. They would sooner sell to them, and did sell to them, sooner than to others. Were you aware of Karaitiana's intention to go Auckland? No. Have you never entertained similar applications for restitution of a gig? Yes, under very different circumstances; I mean Hapuku's gig. Did you not consider he had equal claims on the Government with Te Hapuku? No, certainly not. But for Te Hapuku the Europeans would not be in the district at all. Were you aware of no pressure upon Karaitiana about Heretaunga? No; I was not aware he was being pressed, except by his creditors. Were you not aware that Karaitiana had gone to Auckland to see McLean about Heretaunga? No; I did not know his visit was about Heretaunga; I knew generally that he went about his debts. Were you not aware he objected to the sale of the block? I dare say I was aware. Were you aware proceedings were taken against him for the fulfilment of the agreement? I was not aware; I never heard of it before now. You were not aware of Cuff's visit with a bag of notes in one hand and a writ in the other? Certainly not; I never heard of it till now. Were you not aware of the state of affairs, and that one of the main reasons of Karaitiana's sulking was about Heretaunga? No, I was not. You were accompanied by Mr. E. Hamlin to Pakowhai? He went out as my interpreter. Karaitiana asked me whether I had not some money for him? I said, No. He informed me that he was to get £3,000 on account of Heretaunga. I knew it was a matter that was quite out of the question. I knew that such an arrangement could not have been entered into. It was a matter of money, and I should have had a credit. (The witness was proceeding to refer to a statement by Karaitiana that he had received a letter from Mr. Ormond relative to the sale of Heretaunga, whereupon Mr. Sheehan disclaimed the charge.) Are you aware the Attorney-General was consulted about the agreement? I believe he was; I have a recollection that he was referred to on the validity of the agreement. Were you consulted about it before that reference was made? I believe not. Did you hear of the endeavours to get Henare Tomoana to sign the deed, in the absence of Karaitiana? I never heard of the endeavour. I never heard there was any trouble with Henare. You did not know he had been asked several times, and had refused? No. Did you hear of the persecutions to which Manaena was subjected? I never heard of this till I heard it in Court. When you were informed of the agreement which had been entered into, were you told of the amount of the purchase money? I was told at that time it would cost about £15,000. Had you any information as to how the money was to be apportioned? No; not at that time. Had you any discussion as to the division of the compensation money among the vendors? No, I never had. You left that with Mr. Tanner? I had nothing to do with the negotiations. I do not know how we came to agree to go up to £15,000, but I know we did agree. When did you hear Karaitiana first agreed to come into town and sign? I have no distinct recollection. When were you asked to sign orders on Watt? It was before the final conveyance; but I have no distinct recollection of the occasion. Do you not remember being asked to sign the orders on the ground the Natives were coming in to sign? No. Had you not, up to that time, heard anything of the proposal to secure annuities to two or three of the grantees? No. How was the proposal explained to you? Simply that they were to be annuities payable yearly. Did you hear that Manaena, Karaitiana, and Henare were to get these annuities? Yes. Was it explained to you as a proposal made in the interest of the Natives? I thought it was for the interest of the Natives. So far as you can recollect it was made in the interest of the Natives themselves, to guard against the whole of the purchase money going as their purchase money usually does? Yes; so far as I can recollect. Was there no proposal to give the spendthrift Pahora an annuity? Not that I recollect. Do you recollect hearing that an extra sum of £700 was to be paid over and above the consideration expressed in the deed? Yes; I heard of that. That struck you as singular? Yes, it did. From whom did you hear it? From Mr. Tanner. What explanation did he give you? Mr. Sutton had made a claim as acting for those Natives (Paramena and Pahora), and on taking advice we paid it. Do you recollect what explanation Mr. Tanner gave you? I do not remember. Did you hear in the course of the business that Karaitiana and Henare were to get a bonus of £1,000? I understood that in that increase of the purchase money (to £15,000) we should have to provide for an extra payment to Karaitiana. It is a sort of "mail" that

he invariably levies. You were then Government Agent as well as Superintendent? I was. Did it not strike you that it was somewhat questionable in you to countenance the levying of "mail" in this way? We were to pay it. If we chose to pay £1,000 more to complete a purchase, there is nothing from my point of view, objectionable in that.

Chairman.] Were you aware that money was to be paid to Karaitiana behind the backs of the other grantees? No; I heard nothing of that; I only knew we had to pay the £1,000 extra. It was simply a question in my mind whether it was desirable to give him this bribe, in order to secure his co-operation.

Mr. Sheehan.] You understood, of course, that that was in addition to the provision in reference to the annuities? Yes, I think so; but I knew very little about the arrangements. Other transactions had come to your knowledge in which Karaitiana has made similar stipulations? Yes; I know one in particular, and I know that he generally stipulates upon something going into his private pocket. He hangs back till the last, and then requires a consideration of that kind before he gives his assent. Do you consider that a fair practice, as regards either the purchasers or his co-grantees? Very undesirable. Unfair, I should say, as regards the other Natives; but as regards the purchaser, he simply has to pay so much more money. Your duties as General Government Agent were very extensive at this time? Yes; I had really the charge of the Taupo expedition. What are called Native affairs in the East Coast District were under your care? Yes. Was it in that capacity that you interfered in the case of Te Hapuku's gig? Yes; it was in my public capacity. Was it not part of your duty as Government Agent to protect the Natives from being unfairly dealt with by Europeans? Certainly not. I should not have consented to act had I understood it to be my duty to interfere in their transactions with Europeans. In the matter of the trust deed Hapuku to J. P. Russell did you not interfere? The Trust Commissioner forwarded his half-yearly report through me. The matter was noticed in his report, and in transmitting it I observed on it. I received specific orders from the Government to take such measures as were open to me to relieve Hapuku from the difficulties hanging over him. Having heard that Karaitiana was confining himself to his own house at Pakowhai, you considered it to be your duty, as Government Agent, to go out and visit him? I did not say that; I went out; I thought it was as well. Did you make any inquiry as to what his debts were? I believe I told him that he must not take the pressure used by particular people against him as a grievance against the Europeans of Napier generally. I left him saying that he should come into town. Had not application been made to you by Henare Tomoana in reference to his difficulties? I don't remember. Just on the eve of the Taupo expedition starting, a public-spirited individual served him with a writ for £1,000. Do you remember Henare making application to you on the subject? No; but I recollect doing what I could to get the writ withdrawn or put off. What intimation was given to him, before he left, touching the liability? None by me. Is that the impression that now remains with you? Yes; I recollect I had something to do with it, and he went to Taupo. Did you ascertain what was the amount of the debts of the Native owners of Heretaunga? No; I don't know, beyond that they were large. Supposing the debts were £5,000 or £6,000, would you consider that so large a sum, relatively to the value of the block, as to necessitate its sale? I do not think it would have been easy to get any one to advance that sum then on the block in 1869, and, if obtained, it would have been at a very high rate of interest; only Mr. Watt, in this place, could have made such an advance. As to the condition of affairs in 1870? It was well on in 1871 before the rise in the value of property took place. About the end of 1870, property was at its lowest? Yes; large properties were not saleable at the time.

John Davis Ormond—Cross-examination resumed. (31st March.)

Mr. Sheehan.] Were not the Papakura and Hikutoto Blocks leased by the Government under certain special arrangements? Yes. Were the regulations and arrangements made under the Ordinance of 1868? Yes. Were not these blocks leased before the heavy floods? Yes. The valuations were post-diluvian? Yes; that would not affect some of them. Was not a large portion of the land covered with deposit? I should think more than 500 or 600 acres. Was the effect of the flood to reduce the price of the freehold? Yes. If they had calculated upon the liability to such floods, I think some of the lessees would not have given the rents they did; in some places the fences were buried to the top on the 600 acres I have spoken of. I have had the same thing happen to my Heretaunga property. Do you recollect the purchase made by the Government of the part of the Waikahu Block? The Government bought 20 acres for a botanical garden. I gave £10 an acre for it. It is worth £20 or £30 now. It is on the Main South Road, on this side the Ngaruroro Bridge. Is there not a portion of Alley's land, at Meanaee, hill land? Yes; it takes in a portion of hill. That would be less valuable than the flat. What number of sheep to the acre was your land carrying at the time of the sale in 1870? I daresay it was carrying 1,500 then; I had improved it. Do you recollect a meeting at the Club at which Mr. P. Russell was present? I think I do; I remember Mr. P. Russell being present. Was not Mr. J. Williams allowed the second selection without the ballot, in consideration of the services of Mr. Samuel Williams? No, I do not recollect that at all. (Copy of resolutions at a meeting of the purchasers produced by Mr. Sheehan, on reading which witness said)—On reading those, I see that must have been so. No doubt Mr. Williams was to select without ballotting; I do not know at all why. Do you not remember why Mr. Williams had that privilege? No; I cannot understand why Mr. Williams should, as against Messrs. Gordon and Russell. Do you recollect the passing of the Act of 1869, and the provisions of sections 14 and 15? Yes; I was in the Assembly at that time. Had you any correspondence with Mr. Tanner or the other purchasers, about the provisions of those two sections? I may have, but do not remember it. Had you not communications from Mr. E. Hamlin about the progress of the negotiations for the purchase of the block? I have no doubt I did hear from him, but I did not know anything of the purchases except as to Tareha's and Arihi's shares. Did you not hear about the meeting at Pakowhai? I do not think I heard from Mr. Hamlin; any conversation on the subject with Mr. Hamlin would be as limited as possible. I did not think it desirable, and avoided it, as I avoided having anything to do with the negotiations. Has not Henare frequently claimed more money than he received for the Taupo expedition? On his

Heretaunga.
Complaint No. 1.
—*continued.*

return from Taupo he expressed himself perfectly satisfied, but since then he has petitioned the House. His claim was rejected. Had Mr. Edward Hamlin the right to take private business? I found Mr. E. Hamlin practising privately as an interpreter, when it did not interfere with his Government work, when I came into office. You do not think that, in the Heretaunga purchase, his employment would clash with his Government work? Not more than in the case of any other block. When you took Mr. E. Hamlin with you to Pakowhai, were you not aware of the three days' negotiation for Heretaunga? I knew nothing of the history of those three days till I heard it in Court. Had I been here (in Napier), I am sure that Hamlin would not have been able to be absent from the office three days together.

Mr. Lascelles.] Did you take any steps in relation to Hapuku's interest before it was brought before you officially? I think not. Whom were the valuations made by in regard to the Papakura and Hikutoto Blocks? Mr. Weber, the Provincial surveyor, made the first valuation for the Government, by sections. His valuation was then open to the purchasers for acceptance. The purchasers sent a deputation to the Superintendent, complaining that the valuation was excessive. I think the deputation consisted of Mr. H. Russell, Colonel Whitmore, and Mr. Sealy. The Government sent to Mr. Park, from Wellington; he knew this country well, and he made a valuation of Papakura. I do not think he valued Hikutoto. Mr. Weber's valuation would just have secured the Government against loss. Mr. Park's valuation barely came up to the purchase money, but did not cover the duty under the Land Purchase Ordinance. Mr. Park's valuation was also refused, and the sections were valued according to the provisions in the leases. As regards the Hikutoto and Papakura Blocks, what is the relative value as compared with Heretaunga? Hikutoto and Papakura were much more valuable than Heretaunga; and Hikutoto the most valuable of the three. Papakura and Hikutoto are nearer Napier. The best parts of Papakura were under as good grass as it is now; it was capable of carrying a large amount of stock. Hikutoto was somewhat the same. I do not think it was so well grassed, but was considered higher, better, and sounder land. Heretaunga at that time had no English grass, except along the main roads, and was very rough and was unimproved, except a few paddocks that had been laid down in grass. The average value of Papakura and Hikutoto came to by Weber and Park was between £3 and £4 an acre; the mean of the two valuations. I do not think the selection value of Heretaunga at that time was more than one in three.

Josiah Pratt Hamlin sworn.

I am a licensed Native interpreter, engaged in business in Napier.

Mr. Lascelles.] Have you had an interview with Paramena and Pahora? Yes; in my office on a Wednesday or Thursday—since the Commission has been sitting. It was just before Paramena and Pahora gave their evidence in Court. Paramena, Mr. Tanner, and my brother Martyn and myself, were present. Mr. Tanner asked Paramena if he remembered meeting him at Waitangi Bridge, and telling him they had seen Noa, Karaitiana, and Henare, at Pakowhai, and telling Mr. Tanner they had left the management of the Heretaunga Block in the hands of Karaitiana and Henare. The answer Paramena made was, he did not remember; in fact, he did not wish to say anything about it. Paramena went out, and Pahora came in. I asked him the same question, whether he remembered meeting Tanner at the Waitangi Bridge, telling Tanner they had left the management of the Heretaunga Block in the hands of Karaitiana and Henare. Pahora replied he remembered it very well, and told Tanner so. Pahora followed up also by saying, If I should be called upon to give evidence, you will hear what I have to say, because Paramena and myself are at variance with Karaitiana and Henare. Not a word was mentioned about money; not a syllable. That is all that passed. Was anything said about one party knowing another by Mr. Tanner? I never heard such an expression made use of—not in my office. Did Pahora say to Tanner, If you persist in asking those words, you will have to pay me? Nothing of the sort was said. Pahora, on the contrary said, I knew it very well. How long did the interview last? Not more than ten minutes. I went out of the office when Pahora went out. I saw Paramena and Pahora talking, but I do not know what it was about. Were you of opinion Pahora was going to give evidence for or against Mr. Tanner? No. Was anything said by Paramena about his giving evidence? No; he refused to answer the question. He said, If I have to say anything it will be in Court, or words to that effect. Pahora came just as Paramena was going out. Did you go into the hotel for Paramena? I met Mr. Tanner in the Masonic Hotel, and he asked me to ask Paramena to come into my office. I did ask him, and he said, Wait a bit, I will come directly. This was before we went into our office. Pahora was in the hotel, and I think two other Natives. I did not speak to Pahora. My brother was in during the time Paramena was in, and Pahora also. He did not, to my knowledge, bring in Pahora. Was anything said between Paramena and Pahora? Not in my presence.

Mr. Sheehan.] Have you been engaged in any way in the Heretaunga business? Not about the purchase or leasing. I am engaged so far as Arihi's interest is concerned—I have been, and am so now, not in regard to the whole block. Are you not practically engaged? Only as far as Arihi's interest is concerned. Do you consider you are at liberty to accept employment on behalf of the Native disputers against the purchasers? Yes; I consider myself retained by Mr. Tanner in respect of Arihi's share only. Are you in partnership with any person? No. The office you occupy is used by yourself only? Yes. Is it not largely used by your brother? No. Are you not frequently associated with your brother, Mr. M. Hamlin, in Native business. I cannot say I am, but I am in the Heretaunga, so far as Arihi's share is concerned. Do you receive a retaining fee as a hold upon you from Mr. Tanner? No, but I expect one for my trouble; most decidedly I expect what is laid down in the scale. If a person came to ask you to undertake business against Arihi's share, you would not be at liberty to do so? No. You are not the only interpreter who adopts this practice? I do not know how others act, but if any one retains me to negotiate for land or interpreting a lease, I consider myself so engaged that I would not be able to act for any one else with an adverse interest. Do you consider vendor or purchaser—their interests to be adverse? No; I simply interpret what Europeans say to Natives, and the Natives to Europeans. You were sent to fetch Paramena? Yes. What did he say he wanted him for?

Heretaunga.
Complaint No. 1
—*continued.*

He only said, Have you seen Paramena; will you ask him to come in? You did not say, Come into my office, Mr. Tanner wants to see you? I did not. Had you not an idea that if you had said Mr. Tanner wanted him, he would not have come in? No, I never thought of it. I swear positively I had not the slightest idea what Tanner wanted him for. Were there any other questions put to Paramena? I do not remember any other questions being asked; if I remember right, Paramena was just getting up when Pahora came in. Was Paramena asked if he was going to give evidence for complainants? No such question was asked by me; I just interpreted what Tanner asked. You knew Paramena was a grantee? Yes. You have seen him about the Court? Yes. It never struck you to ascertain if he was concerned? No. Did you know Pahora was following Paramena? No; I never spoke a word to him that day; I did not know he was concerned in the block. Did you hear anything said by one to the other as they went out of the office? No. When with Pahora, did you ask whether he was to give evidence for the complainants? No. I know Pahora is very fond of drink, he came from a public-house to my office. I do not think he was more than a quarter of an hour in my office. I think I can safely swear he was not half an hour. I did not think anything about the matter till I saw the Native come in and tell such deliberate lies. I have been here about eighteen months, and have not been engaged in any way for the Heretaunga Block, beyond in the matter of Arihi's interest. I have never been to Alice with a conveyance of the Heretaunga Block. Have you been engaged as a negotiator so far as Alice's share is concerned? Yes; I have just been engaged to look after the interests of Mr. Tanner and others about Arihi's share.

Henry Martyn Hamlin sworn.

I am a licensed interpreter. I have interpreted a great many times for the Heretaunga Block. *Mr. Lascelles.*] What was the first occasion you had anything to do with the Heretaunga Block? The first I had to do with it was after Henare's return from the Taupo expedition. Tanner and myself had a conversation with Henare; the first part related to how he had got on; he then referred to his debts, and said he was very sad about them, and that he would have to sell Heretaunga. He would like to talk to the others about it first. Tanner told him they would buy it if all the Natives would agree, but they would not press them; it rested with the Natives if they made up their minds to sell. Tanner and the others would purchase it. I saw Henare very often after this. When had you next any part of the negotiations? The next I remember was in the latter part of 1869; because I then heard Karaitiana and Henare had signed an agreement for the sale of Heretaunga. I heard this from Mr. Tanner and from my brother Edward. I went up with Mr. Tanner to Waipukurau; on our way up we called at Coleman's station. Paramena was there; they had just finished shearing. I explained to him we were going up about the sale of Heretaunga. I also told him that Henare and Karaitiana had agreed to sell, and that Henare had signed the deed we had with us, and asked him if he would consent to sign; he agreed, and the deed was explained, and he signed in the presence of Mr. Fountain, Mr. Coleman's partner. He simply said, as the others were willing to sign he was quite willing; he had left it in their hands. From there we went on to Waipukurau (£12,500 named in the deed was mentioned to him; nothing was said about what he was to get himself), and saw Arihi, one of the grantees; had a long talk with her that evening. Purvis Russell was also present. Nothing was done that evening. I saw her next morning; Mr. P. Russell and Mr. Wilson, her trustees, were present. They gave Mr. Tanner to understand they would not interfere if the price was satisfactory. This price was £1,500; that was what she was asking. We were trying to get the purchase for £12,000, the lump sum named in the deed, and allow the Natives to divide the money. Just a little before dinner, about 12 o'clock, Mr. P. Russell said it was no use talking; they would not allow Arihi to sell unless £2,500 was paid. Mr. Tanner finally agreed, after some discussion. We had dinner, and the deed was signed about 3 o'clock. This took place in a little room at the Tavistock Hotel. Mr. P. Russell, Mr. Wilson, Arihi, Mr. Tanner, and Mr. McFarlane, the agent of the Bank of New Zealand, and myself, were present. I saw Mr. P. Russell sign, and Arihi; and Mr. McFarlane and myself signed as attesting witnesses. Mr. Wilson was asked by Mr. Tanner to sign; and he said it did not matter, he could sign any time down here. After this we returned towards Napier. I came as far as the Pakipaki. Apera Pahora was there, I explained what we had done, and explained the deed, when he signed in the presence of Mr. Harrison. What passed at the signature? I cannot remember. There was no discussion. He said something about a former deed he signed before; he agreed to this because there were so many in it. What next took place? Mr. Cuff and myself went to Pakowhai. I do not know how long after—it was on a Saturday; we had a talk about Heretaunga with Karaitiana, and he asked what was the balance remaining in the hands of the purchasers; he knew some orders had been given on the purchasers. He said he had not wished to sell Heretaunga, but he would see Henare about the selling, and promised to come in the next Wednesday. Mr. Cuff had some money with him, I cannot say how much; also a writ in the Supreme Court. Mr. Cuff said it was more a matter of form now he had agreed to come in; but as this was the last day for serving it, he had been obliged to give it him. He came in on the Wednesday with five other grantees —there was Henare, Manaena, Noa, Paramena, and Pahora—to Cuff's office. I explained the orders to the Natives, and they were told what balance was in the hands of the purchasers. I then read another deed substituted to the one I got at Waipukurau, and the six grantees signed. Mr. Tanner Mr. J. N. Wilson, and Cuff, were also present; the cheque for the balance of the money was written out by J. N. Wilson; it was laid on the table, and Karaitiana said, You people have had your debts paid; I shall take this to pay mine. The amount of the cheque was for £2,300 odd on the Bank of New Zealand. I took it there with Karaitiana; as near as I can remember he drew the £1,300 and odd money, and left the £1,000 in the Bank. After this Henare and Karaitiana called Mr. Tanner, and I think it was Henare beckoned him into another room, Mr. Wilson, Tanner, Karaitiana, and Henare went in, and I with them. There was a talk about the reserve of 1,700 acres. There was talk how it could be tied up so that it could not be seized for their debts or sold. They asked Mr. J. N. Wilson to be trustee; he declined. They also asked Tanner that Arihi should have no share, and he said he could not do that. Henare also said he could not pay all his

Heretaunga.

Complaint No. 1 —*continued.*

debts. He also asked Karaitiana to help him. I think Karaitiana gave him £300 towards his debts. I cannot remember anything else. Did anything else happen when you came back to the room? I cannot say I recollect anything else. I went away shortly afterwards with Karaitiana to the Bank. Do you recollect anything further taking place that day? No. Do you remember about the transaction with Tareha? Yes; it was before I went to Waipukurau, or before Henare went to Taupo. Where was this? In Wellington. I was employed by Maney and Peacock, in the first place. Tareha objected to sell; he said he would rather wait till he came back; after three or four days he consented. How many times did you see him before he consented? Three or four times. Maney and Peacock were present; he consented in the evening, and said he would come next morning and sign the deed; he came next morning and signed the deed of conveyance—a regularly prepared deed of conveyance to Maney and Peacock. Were there any subsequent interviews between Tareha, Maney, and Peacock? Mr. Tanner was in Wellington, and they spoke to him about taking the shares; he first saw Tahera about it, and asked him if he was quite willing to consent to the sale of Heretaunga; and that the money should be paid over to Maney and Peacock. He did consent; and, as far as I know, the money was paid to Maney and Peacock. There was an order drawn for Mr. Tanner to pay the money to Maney and Peacock, and Tareha signed it afterwards; he asked them to buy a trap for himself, and gave him some money, and also give some to his people in Napier, and clothes and food. When we came back I saw some money paid to his wife, I do not know how much. That is all I recollect about it. There was also some arrangement with Waka—Messrs. Cuff, Lee, Parker, and Tanner and myself—either at Cuff's or Lee's office. All the lands were returned to Waka except Heretaunga, which he disposed of to Tanner for £1,000. He asked Cuff to act for him, and all the money Parker had paid for him he asked him to pay to Parker, and for Cuff to look after his affairs. I acted as interpreter; the whole matter was fully gone into. From whom did the proposal to pay Parker the amount Parker had paid for his debts emanate? Waka's own proposal. I think the amount of debts paid by Parker was £857. A few days after this it was found desirable to get Waka's signature to a deed of conveyance; it was signed in Sutton's shop. I interpreted the deed, and Worgan also; and he and Sutton were the attesting witnesses. Waka gave Maney an order on Tanner for £100; this was shortly afterwards. Do you know anything about Matiaha's successor selling? Yes; I remember Rata Te Honi was appointed successor to Matiaha. I saw him sign the deed, and I saw a cheque for £1,000. Karaitiana took it up and said he should keep half; Rata made no objection. Who was present on this occasion? Mr. Tanner, J. N. Wilson, and a third person, I cannot remember; it was done in this room. Have you had any transactions about this since? Waka has complained that Parker did not pay all his debts, and I advised him to go to Cuff about it. Karaitiana, the day he was leaving for the Session last year, said that he thought the cheque paid in the Bank was £1,000 and odd. I told him it was £2,000 and odd; and he said, Well, if it is so, I have received it. I said the cheque could be seen in the Bank. He said, Wait till I come back, but perhaps the cheque would be tampered with. I said, People could not do that if they wished to. I have heard nothing since. Do you know Mr. G. Davie? Yes. I got an order from Paramena for him. He had been offering me from 5 to 15 per cent. if I could get money in for him at any time. I went up and told him if he could get an order from Paramena he could get the money. He said, He would be very glad of it; he said he owed him £30, but he would like to get a little more. I said, He had better ask Paramena if he was agreeable to give a little more; and he said he was. Paramena gave the order, and I believe Davie got it cashed. On that occasion, did Paramena propose an order on Sutton or Kinross? Nothing was said either by Paramena or Davie about an order on Kinross or Sutton. Was any objection made by Paramena to give this order? No; he said he was willing to give Davie a little more, or he would get it back or draw against it. I think it was after the journey to Waipukurau, after Paramena's signature. I think it was another transaction I went up for, not about this. The order would be dated the day it was drawn, 7th February, 1870. I think it was the day after Christmas Day we went up to Waipukurau, and there were races at Havelock. When the deed was signed in Cuff's office, in what manner did you explain the deed? Literally as by the deed, and then the usual explanation. Was that the course you followed with the others? Yes. How would you explain it? There was the money, and they would have no claim on the land afterwards. Was anything else explained in the deed more than usual? Only that the accounts were read out and the cheque put on the table. What happened when Karaitiana took the cheque? Nothing was said. How long have you been in this Province? I have resided here from twelve to fifteen years. Are you intimately acquainted with the parties to the deed? Yes; I know them well. Have any complaints been made to you since the completion of the transaction? No complaints have been made, except by Karaitiana and Waka. The only one who spoke about the accounts was Henare, at the time of the sale. When did you first become aware of any complaints? When I saw it in the *Gazette*. Have you had any interview with Paramena? Last Saturday week, in my brother's office. Mr. Tanner, my brother, Paramena, and myself were present. Mr. Tanner asked Paramena whether he remembered meeting him between Waitangi Bridge and Ngaruroro. He declined to say anything about it; what he had to say he would say in Court. He got up, and Pahora came in as Paramena went out. He nudged Pahora; and I said to Tanner, It is quite plain he does not want Pahora to say anything. Pahora was asked the same question, and he said, Perfectly well; and telling you he had left the arrangement of the sale of Heretaunga in Henare and Karaitiana's hands. Nothing was said about money. Did Pahora tell Tanner that if he wanted him to sign this he would have to pay him? No. Did he mention anything about money? No; the word money was not used. The statement he made about my brother saying, Why do not you consent to this talk, is altogether untrue. After this I got on my horse and went home. I fancy my brother and Mr. Tanner came up this way, and not my way. I think Paramena and Pahora went towards the Maori Club.

Mr. Sheehan.] Your connection with Tareha's share was the first thing you had to do? I said that it was before the six grantees signed. Had you anything to do with the negotiation between Waka and Parker? I am not sure whether I had to do with it—whether it was myself or my brother. After Waka's, was the first matter Tareha's? Either Tareha's or Waka's was the first. Was Tareha's the first you had to do with the transaction for the sale of Heretaunga? Yes. Did you not hear of Manaena's

Heretaunga.

Complaint No. 1.—*continued.*

share being in the market? No. Were you not employed by him, or any person for him? I think not. Did you receive any fees? No. Did you proceed to Wellington along with Manaena and Pahora? Yes; Mr. Tanner was in the same vessel. Were you not aware Mr. Tanner was, amongst other business, going down about this business? I did not hear so from Tanner. Did you not hear so from Manaena and Pahora? They did say they would give the first offer to Maney and Parker. Had you no conversation with Tanner about it? Not on board the vessel. What were you employed for? To interpret; not to negotiate. Were you employed to assist in the negotiation? The only way I acted was as interpreter. On arrival at Wellington you saw Tareha three or four times? Yes. All the interviews except the last one were unsuccessful? Yes. He was very unwilling to sell? Yes; he said he would rather wait till he came back here. Did Manaena and Pahora offer any arrangement about it? They said they were very short of money; and if he did not sell, he must find them some. Where did the interview take place? In the Empire Hotel. How long had you been engaged that day with Tareha before he consented? About an hour. Have you a distinct recollection how long it was—only an hour? Or an hour and a half. It did not commence before dinner? No; it commenced after dinner. Can you recollect what took place? Not word for word I could not; the last time he appeared very willing to sell, and said, Let the matter rest till to-morrow morning. What time in the day was the consent obtained? Between 4 and 5 o'clock. Did Manaena and Pahora leave at that time and return with Mr. Tanner? Not at that time. Did nothing transpire of the fact that they were purchasing for Mr. Tanner? I believe the opinion was divided; Pahora wanted to sell to the highest bidder; Manaena said it was better to give the purchasers the first offer. Did all the interview take place at the hotel? I think so; one might have taken place at the Maori kainga on the beach. Did the interviews occupy considerable time? About two hours; some longer and some shorter. Are you quite sure Tanner did not come back shortly after Tareha agreed to sell? Not that day. Did you take the deed down with you? That was Maney and Peacock's affair. Was only one deed signed? I think only one, and an order. Is that deed the only one you interpreted? There might have been another deed; but only one was interpreted by me, and my impression is there was only one, and this was to Maney and Peacock. Tanner did not appear till after the deed was signed. Had you seen Tanner, during these negotiations, about it? No. You were not informing Tanner during the time as to the chance of it being successful? I should never go to see him about this affair. I don't remember discussing the matter with him. After the deed was signed an order was given? Yes; that afternoon. Had Tanner made his appearance then? Yes. Are you sure Mr. Tanner had nothing to do with the transaction until after the signing of the deed? Not till after it was done. It was after the deed was signed the order was given? Yes. Until the deed, was nothing said about the gig? Not in my presence. I could not say it was, nor I would not swear it was not. Do you recollect the conversation when the order was given? That they (Maney and Peacock) were to get the money, give Tareha some, and buy the trap, and take some to his wife. Was Tanner present? He had come before the order was signed. He said, He would feel safer if the order was given, as he was not acting for himself. Was Tanner present when the order was given? I cannot say he was; I rather think he was not. When did the Natives become aware of the sale to Tanner? I think it was shortly after the deed was signed; that if he bought they would have to raise money on it. Were you present at the conversation when Tanner came? Yes; Tanner asked Tareha if he was satisfied. Were you present at any subsequent transaction with Tareha and Tanner? I cannot say I was. Did you hear anything of a portion of the money being left in the hands of Tanner? I never heard of it while I was present; the only money I had I have already mentioned. What were you paid for the transaction? I cannot say; my passage was paid and my expenses paid. Would you receive much less than £50, including passage and expenses? It must have been nearly that. Do you recollect whether the deed was drawn by Brandon and Quick? It may have been. The next you remember was about the action between Waka and Parker? I remember going to Wilson about it. I never knew whether it was done. What was the first you remember having to do with the affair of Waka and Parker? The first I knew of it was at the meeting at Cuff's office. Cuff was there, Waka, and Mr. Lee, who was acting for Tanner. Cuff was acting for Tareha. I am not quite sure. Who was acting for Waka? He asked Cuff to act as a kind of trustee, and Cuff was requested to see the accounts were correct. They were explained to Waka. Do you recollect whether there was an account of Mr. Lee's amongst them? I do not remember. In whose hands were the accounts left? I think with Mr. Cuff. Was any money left on the table? I do not recollect. Had you anything to do with Waka's agreeing to the settlement made by Waka against Parker? I cannot recollect. What was the document signed on that occasion? I think there was a deed signed by Parker, giving up all claim to Waka's signature, and afterwards another deed, which Parker joined, conveying to the purchasers. You were acting for Mr. Tanner? Yes; and have continued to do so since. Was that before you became Government interpreter? Yes. When did you become Government interpreter? I think in the latter end of 1871. Your next transaction was after Henare's return from Taupo? Yes; we met in the street, and went to Mr. Tanner's house in town. It was not long after his return from town, perhaps a week. Had you and Tanner arranged to meet him? No; the meeting was accidental. You were aware the lessees were anxious to obtain the freehold? No; they would rather remain on the lease, but if the Natives would sell they would buy. You were aware when you went to Waipukurau that Karaitiana and Henare had signed the agreement? Yes. Were you not aware that Karaitiana objected to the agreement, and wanted to get out of it? I will not swear it; but I do not remember. Where did you get your instructions to go to Waipukurau? From Mr. Tanner, about a day or two before I went to Waipukurau. He did not say anything about Pakipaki. I think that was arranged on the road. Something may have been mentioned; I do not recollect. Did not Tanner say it would be necessary to get the signatures before Karaitiana came back? No; he did not. You saw Paramena first? Yes. What took place when you saw him? As near as I can recollect, it was simply stated that Henare and Karaitiana had signed an agreement to sell, and we were going to get Arihi to sign. He then signed. I will swear the consideration was filled in in ink in the English deed. Nothing was said about what Pahora was to get. My advice to Mr. Tanner was not to divide, but let the Natives divide amongst themselves. How did it arise that you gave Mr. Tanner that advice? In talking the matter over I

Heretaunga.

Complaint No. 1 —*continued.*

said so. The conversation arose from hearing from Mr. Tanner that there was a scheme to divide the money, and to give some £1,000 and others less; and thereupon the conversation arose. Paramena received money when he signed? No. What took place when he signed? He was told he would get the money when all signed. You know you interpreted an offer to Arihi from Tanner of £1,500 for her share? Yes. Was any Native along with Paramena when he signed? No; he came up to Coleman's house; he was shearing there at the time. Did you find Pahora at the Pakipaki? Yes, and took him to the hotel. Who was present when he signed? Mr. Harrison, and I think another European. There were no Natives present? I do not think so. Was anything said by Pahora, or to him, about the consideration for his share? No. What state was Pahora in? He was quite sober. He never asked what his share of the money would be? No. He never mentioned anything about the previous conveyance for £750? He said he was told he had sold or mortgaged, but it was false. He signed this because the others had joined in it. Beyond that, there was no reference to the division of the money. The next was a visit to Karaitiana along with Cuff? Yes; on a Saturday afternoon. Where did you get your instructions to accompany Mr. Cuff? From Cuff himself. Had you seen Tanner about it? No. Were you aware that Cuff had money? He told me he had money, and also the writ. How long did you remain at Pakowhai? Two or three hours. Karaitiana was asked to sign the deed? No. He was told we had come about Heretaunga. Was he offered the money? I do not recollect. Did you hear what amount was there? I do not remember if Cuff told me, so I do not recollect. What was said about the writ? It was after Karaitiana had asked Cuff to advise him. Cuff said he could not now, but that he had better come in town and settle the matter; and then the writ was served. Cashmore also went with us to try and get some money. The writ was given just before leaving? Yes. I think Cuff served the writ, and I explained. After that, Karaitiana did come into town? Yes. My impression is the Natives were in two days. How many days were you in Cuff's office with them? Two days. You do not recollect being there three days? I could not say so distinctly. How long were you there the first day? I cannot say how long. They had come in to sign? My impression is they were not all in. What was the reason why it was not settled the first day? I cannot remember.

Chairman.] Do you recollect any disagreement as to the division of the money? No.

Mr. Sheehan.] Do you know anything of the first of the three days? No. What took place on the second? I was not there long. What took place the next day? The meeting began at 11 o'clock; all the grantees were present. What was the first thing done? They read over the accounts and the orders they had drawn. How long after that was the next step done? I do not recollect how long they took; the next step was to read over the deed, and have it explained and signed. (Deed of conveyance, dated 22nd March, 1870, produced.) Is that the deed? Yes. You explained that deed to them? Yes. You explained they were getting the money, and would have nothing more to do with the land? Yes, except the reserve; it was explained that they were to have the Karamu Reserve returned to them. Is there anything in this deed about the reserve? I think not. They had no writing except your word? No. Was nothing said by the Natives about it then? No. Not a question? No. Did you go in immediately into the room where Karaitiana and Henare were? Yes; with Tanner and Williams. Did you act as interpreter? Yes. The only matters referred to was the reserve and about the debts? Yes. You say Karaitiana asked J. N. Wilson to become a trustee? Yes. Did not Mr. J. N. Wilson say that Arihi's trustees objected to the reserve being placed in the names of Karaitiana and Henare? I do not remember that being said. (Vouchers produced.) Are those the orders referred to? Yes. Was there an order or voucher for every sum debited to the Natives? Yes; I think so. And after that the deed was signed? Yes. Was there for every large debit a document or voucher produced? I think so. Can you remember there were any others besides those produced? I could not say. Do you recollect how much was debited to Henare Tomoana? No. Or to any of the others? No; I could not. How long after signing the conveyance, was the cheque put on the table? Directly; Mr. Cuff, Tanner, J. N. Wilson, and myself, were sitting on the table. Who produced the cheque? Mr. J. N. Wilson; he wrote it there at the time. I do not think there was any hurry by Karaitiana to take possession of the cheque; they were told that was the balance. Did you hear Paramena complain? Nothing was said in the room; I heard that afternoon he was dissatisfied. Did Paramena remain in the room? That I cannot say.

Chairman.] Did Noa take any part in the discussion? No. Did he make any observation when Karaitiana took up the cheque? No. Was it long after Karaitiana took up the cheque you went into the other room? No. Was anything said about the annuities? I knew they were to get annuities. I believe there was something said. I do not know whether anything was said whilst the Natives left the room. Can you recollect what other documents were produced showing how the deficiency was made up? No; Mr. Tanner and Williams explained the amounts, and I took it for granted it was all right. Can you recollect how the difference of £5,000 was accounted for to the Natives? No. Was anything said about the annuities in the Masonic Hall? I could not say positively whether there was or not. You had heard of these annuities before? Yes. From Mr. Tanner? Yes; a little time before that. Was any reference made about the annuity at Pakowhai? I think something was said about £1,000. I cannot recollect exactly. Neither Mr. Cuff or myself knew anything about it then. Did not a letter come from Mr. Sutton, demanding further consideration for Paramena? I do not remember. I heard about it from Mr. Sutton.

Henry Martyn Hamlin—Examination resumed.

Correction of evidence on Saturday. In my evidence I said the deed of conveyance was to Maney and Peacock; I am not sure the conveyance was not direct to Tanner.

Mr. Sheehan.] You mentioned Mr. Cashmore was present with you at Pakowhai? Yes. Where did he join you? In town. How came he to go? He told me he wanted to see Karaitiana, and I said we were going out. Did he mention that Karaitiana owed him money? I knew Karaitiana owed him money. Did you tell him what business you and Cuff were going on? I do not think I did. Was Cashmore present when you were talking to Karaitiana and Cuff? I think he was. Did you explain to

Heretaunga.
Complaint No. 1
—*continued.*

Karaitiana what Cashmore had come for? I explained to Karaitiana what Cashmore had come for. He then owed, I think, £670. In whose interest did you accompany Waka to Wilson's office? In Waka's own. Had you any conversation with Waka before going to Mr. Wilson? If I remember right, Wilson asked me to get Waka and come along with him. Did you have any talk with Waka about his complaint? He may have spoken to me before, but I cannot remember. Did you examine Waka in reference to the matters of which he complained? I think so; and also some writing asking Wilson to act on his behalf. Can you recollect what was the general tenor of Waka's complaint? That he did not like the deed; that he was intoxicated at the time; and did not like the land being given to Parker. You know Waka very well? Yes. He has been drinking for years? He has been intoxicated at different times. Had he not contracted the habit of drinking to excess? I cannot say; I have seen him frequently intoxicated. Did you often see him that time—about 1869 and 1870—sober? Yes. I cannot say I have seen him so frequently intoxicated as represented. In your dealings with the Heretaunga Block you acted solely and exclusively as an interpreter? Yes. In Tareha's case you were paid by Maney and Peacock? I cannot say I was paid by them; they made some arrangement with Tanner; I think I was paid by Tanner; I received the moneys from Tanner. Was any reason assigned by Maney and Peacock why they engaged you? I do not know they gave any reason. They engaged me; I was glad to get a cheap trip. I do not think they knew any one in Wellington. My services were all included in one sum after the settlement. Can you recollect any other services rendered by you in this transaction? No, I cannot remember any others. How much did you receive for your services? My brother and I received £300 between us; it was not received in one lump sum. You received nothing previously? Nothing over. Were you promised a lump sum? My brother made the arrangement; it was understood we were to receive so much for each attendance, even if unsuccessful, and we were to get a lump sum if we succeeded. Who paid your expenses to Waipukurau? Mr. Tanner. The bulk of the expenses were paid by Mr. Tanner. Your brother Josiah was not here then? No. Who were the other licensed interpreters? Mr. Worgan and Mr. Grindell; I think that was all. Mr. Worgan was also engaged by the Heretaunga purchasers? Not that I am aware of, except in the matter of that deed of Waka's and Parker's, and that was done to oblige me. Mr. Worgan left then for the West Coast? It was a long time after. Mr. Grindell was engaged by the Heretaunga purchasers? I did not hear of that. I heard he was engaged for Mr. Stuart, and I think afterwards to get Arihi's signature; I do not know who employed him. When was the arrangement for the £300? I fancy about the time of the settlement at Cuff's office. My brother can state more decidedly than I can. Under that arrangement, your services were engaged exclusively by the purchasers? Yes; I considered myself engaged. Did you consider yourself open to accept any business hostile to their interst in connection with the block? No; I do not think I was. Do you say you still acted solely as an interpreter, notwithstanding the exceedingly large sum you received? I was solely a mouth-piece. Do you say you did nothing but act as a Maori dictionary? I do not remember doing anything more. You heard of Mr. Stuart's negotiation? I heard of it. Did you inform Mr. Tanner of that? I think not; it was some time after. You would have considered it your duty to have mentioned it to your clients? I do not know I should have considered it my duty; I should most likely have done so. In what did you expect to be unsuccessful? If the Natives would not agree to sell. Were you not informed the Natives had sold, and you only required to act as interpreter to the deeds? I do not know I was so informed; I had seen Henare with Tanner after his return from Taupo. Did Tanner employ you to see Henare with him? I think it was more by accident I saw him. Was the arrangement on foot at that time? I believe it was on foot at that time. At that time there was nothing done about the selling? Nothing decided; Henare seemed half inclined to sell; saying he did not know how otherwise to pay his debts; but he wanted to see the others. After that your brother and Mr. Tanner proceeded to Pakowhai to get Henare to sell. I do not know. Had you not heard that Karaitiana had repudiated his agreement to sell before you went up to Waipukurau? Not that I can remember. Will you swear when you went to Waipukurau you had no knowledge of that? To the best of my recollection I had not. Was it any part of your business, if you came across the grantees, to discuss about the sale of Heretaunga? I should not have considered it my duty in any way. Will you swear the expenses of Tanner's negotiations was not included in the £300? Yes. Do you keep books of your accounts with clients? In some instances. You did not receive £2 2s. a day for your services in Wellington? No. Was this arrangemement for the £300 on foot when you went to Wellington? I think it was afterwards, I cannot state positively; Maney and Peacock asked me to go. You went entirely at the inducement of Mr. Tanner? Yes. Will you say you never did discuss this question with the Natives—about Heretaunga? Not that I can remember. (Deposited deed of conveyance 29th December, 1868, Waka to Parker, produced.) You were the interpreter to that deed? Yes. By whom were you employed? By Mr. Parker. How were you employed—as interpreter and negotiator, or only as interpreter? I think only as interpreter; it had been talked over by Mr. Grindell, and I fancy my brother had something to do with it. Is that the only matter you recollect in connection with the deed? I believe so. (Deed of conveyance dated 20th July, 1869, Tareha to Gordon and others, produced.) Is that the deed? Yes; I recognize it by the witness's signature, and I can say the conveyance was direct to the purchasers.

Mr. Lascelles.] Do you remember if there was any paper signed by Tareha the preceding day? I have some idea there was some deed signed the preceding day. Was Tanner present at the interview with Maney and Peacock before the agreement was signed? No. Had you any conversation with Cashmore about going out to Pakowhai? No; I told him I was going to Pakowhai, and he said he would like to come too. Did you act for him as interpreter? I do not think he had much to say about it. He merely asked if Karaitiana could pay him.

Wi Hikairo.] Did you say Pahora signed without making any distinct arrangement about his share? Yes. What did he sign for? The deed of conveyance of Heretaunga. For £1,300? Yes. Did he expect to get the whole? He expected to get his share. Did he not inquire how much he was to get? No. What kind of person is Paramena? At Pakipaki he is a person of some position.

Heretaunga.
Complaint No. 1 —*continued.*

Te Wheoro.] When the cheque was taken by Karaitiana, who was it for? I understood it was to divide amongst the others. When the cheque was signed, who was it for? It was the balance of the moneys for the purchase. After the balance was paid and Karaitiana took the cheque, was the £700 paid for Paramena? I did not see that paid.

Chairman.] Where did the conversation with Karaitiana take place about the £1,000 before he went to Wellington? In the Superintendent's office in Napier.

Henry Martyn Hamlin recalled.

Correction of evidence on Tareha's transaction.—I stated the deed was to Maney and Peacock, and afterwards I said it was to Tanner. Since then I have been reminded by Mr. Sutton, and now perfectly remember that, on Tareha's consenting in the evening to sell to Maney and Peacock I wrote out a deed, which was executed next morning, and they arranged with Mr. Tanner and got a deed prepared at Brandon and Quick's, which was signed by Tareha three days after the other deed.

Mr. Sheehan.] How long was it after you went out of Court you saw Mr. Sutton? About an hour. Did you see any one else besides Mr. Sutton. I afterwards spoke to Mr. Tanner. Any one else? Are you quite certain it was not pointed out by some other person? Yes; it was through the conversation with Mr. Sutton. Mr. Sutton said, Do you not remember sitting up with Maney and Peacock, and writing the deed.

Francis Edwards Hamlin sworn.

Mr. Lascelles.] At present I am Resident Magistrate in Maketu. Were you a licensed interpreter in 1869? Yes; I was residing at Clive, near Napier. What was the first transaction you had to do with in relation to the Heretaunga? I was engaged in the first lease, and afterwards with the legal lease. With whom were the terms of the lease negotiated? With Karaitiana. What first led to the purchase of the freehold? What first led to the negotiations] was the fact that Mr. Stuart was negotiating for the purchase of the block; he employed Maney and Peacock, and Mr. Worgan—and I am not sure he did not employ Mr. Sutton. I think I am right in stating, I reported it first to Mr. Tanner. He asked me to go out and see Karaitiana and the others. Mr. Tanner then in my presence asked Karaitiana if they were inclined to sell Heretaunga? He replied in the negative; he said he was not inclined to sell. Tanner said he was satisfied with the terms of his lease, and did not come about altering. He then asked him, if he felt inclined to sell, whether he would give him the first refusal. This they agreed to, in the conclusion of our meeting. Tanner then told him he had heard that Stuart was fully bent on purchasing the block. I do not know that anything else took place. The next thing I remember was Henare going to take charge of the Taupo expedition, and Sutton suing Henare for £900. Henare had informed me prior to this that Sutton intended to sue him for the amount. The Government were anxious for Henare to start, and I used every endeavour to render the writ null and void and to shake it off; and I asked him to show me the writ, which he did as soon as it was served. I saw there was misinterpretation, and I told Sutton about it. I then took him to Mr. Ormond to see if anything could be done; and I think the first question Mr. Ormond asked was what he could do. To my recollection, Henare did not give a straightforward answer, but stated that, while willing to render the Government a service, he was prevented by prosecution. Mr. Ormond asked him if there was anything wrong in the lease, or any ground on which he could defend the action. He said no; the account was correct, but he did not like the idea of being served with a writ just as he was about starting on the Government service. Mr. Ormond sent me to ask Sutton whether he could not stave the matter off till his return. Mr. Sutton was rather saucy, and asked me what I had to do with the matter; and if I wanted to stave the matter off I had better pay the money, or give good security for the debt. I explained it was for the public benefit, and asked him to give time? Sutton made the remark, If he goes into battle and gets shot, where would my money be? Ultimately time was given, and I do not know whether judgment was entered up. I know the writ was served in the afternoon, and he did not leave till the next morning. The next matter was Karaitiana's endeavour to go to Auckland. This was after Henare returned from Taupo, and before my visit of three days to Pakowhai. My real connection with the affair was one of Karaitiana's young men coming to me and requiring my presence at Pakowhai. My residence was at Clive, about two or three miles from Karaitiana's. I asked by whom? He said Karaitiana, about Heretaunga? I do not remember who the young man was. I said, What about Heretaunga? and he said they had agreed to sell. I then asked if Tanner had been informed of such intention? He replied, Yes; a letter or a message had been sent, and that he was coming up. We met at Pakowhai—Karaitana, Henare, Mr. Tanner, Manaena, and myself, that day. The subject of the sale was opened by Karaitiana himself. He stated he had at last agreed to sell Heretaunga on account of these people's debts. That was including Henare and Manaena's debts, and including others outside, but more particularly Henare's. We then went into matters of negotiation, and Tanner offered him £12,000 for the block, less £1,500, Neal's mortgage. The whole was included in this. Prior to this, Tanner asked him if he had a meeting with the other grantees before going into this negotiation, or the people, and which I understood him to say they had, and that the rest of the grantees had returned, and had left the whole of the negotiations in their hands—Karaitiana's and Henare's; it was after this the £12,000 was offered, to include Neal's mortgage. There was a contra offer; I think £20,000 was asked; I am not sure, but I think that was the sum asked. There was a very short talk that day, and Karaitiana asked me to come the next day, intimating he wanted to have an interview with his people. We returned the second day, and the negotiations were renewed. At the conclusion it was left an open case whether Tanner should give the £12,000 over and above the £1,500, or give it up. We met again on the third day, and it was finally agreed on the third day that the block should be sold for the £13,500, less the reserve; the whole share was included in that—Tareha and Waka's. It was also understood that the reserve of, I think, about 1,600 acres, should be conveyed with the whole block to the purchasers, and that the reserve should be reconveyed to Karaitiana and Henare in trust for the others. This was to prevent the others from alienating their share. When this was done, Tanner sat down on the

Heretaunga.
Complaint No. 1
—*continued.*

matting, and asked Karaitiana what were the pecuniary rights of the respective grantees. At this time Manaena was not present; he simply walked out of his own accord, and there was only Karaitiana and Henare present. Karaitiana first commenced with Manaena, and named £1,000 as his share. The next was Matiaha; he named his share at £1,000; at the time he named Matiaha's, he said that will be mine, or that he would look after it. The next was Arihi; there was a little discussion as to whether she should receive £1,000 or £1,500, and it resulted in £1,000 being put down to her name. Next came Paramena and Pahora, they were at first put down at £1,000 each. This was altered afterwards. Next came Noa, and £1,000. It was understood prior to this that Neal's mortgage, Tareha's interest at £1,500, and Waka's at £1,000, should all be deducted from the £13,500. It was then calculated the balance would be £3,000. Karaitiana then found that there would be £1,000 too little, and he then made Paramena's and Pahora's at £1,000 for both of them, and that made £4,000 left, which he said should be divided between himself and Henare. At this time Karaitiana left the room, and said, You (to Tanner) will have to do something more for Henare. After Karaitiana left the room, Henare went with Mr. Tanner and myself into an adjustment of accounts. There were one or two others I knew about, viz. Sutton's, for which Henare had been sued, and other accounts of which the creditors had spoken to Tanner. Henare then went into an actual statement of his liabilities, and it was within £50 of the £2,000. I know it brought him so close, that Henare said he had nothing left. He then asked Tanner for more for himself; he named first £1,000, and then directly after £1,500; he asked it for himself. I remarked, What is the good of giving you money; you will be in debt to-morrow? In the meantime Tanner suggested, that instead of giving him £1,000 or £1,500 down, he would give him an annuity of £150 for ten years. Henare did not understand at first; I then put it down in my memorandum book, showing the £150 ten times; he then understood it. It was then Tanner asked me if it would be necessary to put it down as an agreement for sale. I said I did not think it would be necessary, as everything had been done in apparently such good faith. Tanner then remarked, he was not acting entirely for himself in the matter, and as a matter of business it would be necessary to have the agreement. Tanner then drew out the agreement (produced in Court the other day), and Henare signed it. Shortly after this Karaitiana came into the room; the memorandum of agreement was also read to him, and he took up the pen to sign it, but he for some unexplained reason, at the time, objected to sign. He went out on the verandah, and Mr. Tanner followed him. I was called out afterwards, to explain what had taken place, which was that Mr. Tanner would give to him an annuity of £1,000; he then came and signed the agreement, and we left after some ordinary conversation. I got the deeds from Mr. Cuff, and was to get them signed. Karaitiana objected to sign, or to allow the others to sign. He gave no specific reason at the time. I reasoned with him for a little on the point of his having signed the agreement. I came back shortly after this; he went to Auckland, I think, after this. Mr. Cuff and I went to Pakowhai to get Henare to sign, and he agreed to come down to Cuff's house and sign at 5 o'clock that evening. I went to Mr. Cuff's, and waited till 6 o'clock that evening; and finding he did not come, I went home. Later in the same evening I was informed—whether by Mr. Cuff or not I do not know—that Henare had come into town that evening on business, and to meet us at an earlier hour the next day. We met the day following; a conversation took place about his debts, and it resulted in his asking if we had the deed of conveyance of the Heretaunga Block. I rather think I had the deed myself. The deed was produced, and I translated it from the English language to the Native; and after this I stated to Henare he could either sign or not, and he there and then signed the deed. As to any compulsion or force, there was nothing of the sort. I may state that before he signed he sat down to dinner, the same as he might at any gentleman's house, with Mr. Tanner, Mr. and Mrs. Cuff, and myself. The windows into the verandah were open. He made no attempt to leave the room. Did you and he have any struggle during the time? No. Did he at any time state, I may get the worst of it, but you will suffer? There was no struggle at any time. If he had wished to leave the room, could he have done so? Certainly. Are you certain he partook of dinner? Yes. Did Cuff offer him a glass of wine? I am not sure. What took place after dinner? The business of signing the deed. What time did you break up? It was early in the day; I think it was about 4 o'clock; and I went to my own house. What became of Henare? I think he went to Pakowhai. What was the next thing that took place? Mr. Tanner and myself going to see Manaena. Did you see him? Yes. What happened? I am not certain whether it was on the first time Tanner came and gave the £100. On his evading us twice, Tanner said he would not bother about him any more, but that he should come in. He promised to come and sign the deed, but he did not. I know he evaded us twice, and received the cheque. Mr. Sutton "cooeyed" to me to go out to Pakowhai with him. He then had a conversation with him. There were myself, Mr. F. Sutton, and Mr. E. Sutton at Watt's. Manaena said he knew that we were giving Karaitiana a certain consideration, and that he wanted to have something similar. I argued that it was ungentlemanly of him not to keep his word, as he had received £100. He then wanted £100 a year, and gave no limit to the time. I told him I had no instructions about it. Afterwards he reduced it to £50, and, after a little consideration, I, on the part of Mr. Tanner, agreed he should have the £50 a year for ten years. He then signed the deed, after it had been read over the same manner as it was read to Henare. He asked for some money from us. Mr. Sutton promised to give him £20. I said I had no money on me. I do not think I should have given him any if I had had it. The only thing after this I had to do was to get Noa's signature. He did not then give me to understand that they had no meeting. He told me Karaitiana had allotted him £1,000. Afterwards I went with Maney and Peacock to get the orders signed, which almost amounted to the £1,000. I explained that he must sign the orders. At the time of the negotiations at Pakowhai, Mr. Tanner suggested that there should be a meeting of everybody and not a private one. Karaitiana objected. and he led us to believe that there had been a meeting of all the grantees, and up to the time of the opening of the Commission we so believed. Have you had any other transactions with Karaitiana about land sales? Yes; he has always acted as an agent and the chief man. He has always taken care to secure himself a bonus or annuity in every transaction. I do not think the Natives know this; Manaena, I think, does. How long have you been an interpreter? I was one of the first interpreters, and had been employed for years before. What is your mode of business with the Natives?

Heretaunga.
Complaint No. 1 —*continued.*

It is to let them have plenty of time; it is no use to try force. Have you had any conversation with any of the Natives lately about the evidence given in Court? With Manaena; and he said that Karaitiana had given untrue evidence.

Francis Edwards Hamlin—Examination in chief resumed.

Mr. Lascelles.] I stated yesterday I took up the deed myself to Karaitiana at Pakowhai, before he started for Auckland, after the memorandum of agreement was signed. I am not positive that it was before or after Karaitiana's return. I was informed by the Natives that Mr. Beyer advised Karaitiana not to sign the deeds. I did not take the deeds out myself. I heard from Karaitiana and Henare that Mr. Beyer had advised them not to sign the conveyance. Beyer is a Swede, and a gunsmith, who resides here. The first occasion I went to Pakowhai with the deeds was with Mr. Cuff. That was the time the appointment was made to meet at 5 p.m. the same afternoon at Cuff's private house.

Mr. Sheehan.] When were you first employed in the sale of Heretaunga? Some time in 1869; towards the latter end of that year. You were Government interpreter at the time? Yes. Were you in partnership with your brother, H. M. Hamlin? We used to assist one another. Were you not accustomed to work with your brother? Sometimes we were together, and other times we were opposed; in this instance we were together. Were you engaged together when on Waka's business in a formal manner by the lessees? Yes; it had begun then. I am not sure it was not before that. Were you paid for Waka's business separately? No; I do not think we received anything in particular. Were you not engaged at a certain sum? The first arrangement was, we were to get £100 if we succeeded, and if not we were to get the ordinary fees; but after the interference of Mr. Beyer it made the matter more difficult, and we were to get £300 between us. Where was the first arrangement made? I do not think any final offer was made till Mr. Stuart stepped into the market, and then we were offered £100 if we succeeded in purchasing the Heretaunga Block; if we did not succeed, we were to get only the ordinary fees. Although Mr. Beyer commenced, there were others engaged in opposing the sale of Heretaunga. Your employment was simply not as an interpreter? I do not know that it was any more. You saw Karaitiana in town, and asked him to sign? I did not speak to him in town myself. There never was an interview with Karaitiana, on no occasion, before he signed, in which you reasoned with him about signing? No; there was not. I mistook it for the interview with Henare and Tanner. At the time Henare and Tanner applied to you, at the time he was going to Taupo, you were engaged for Mr. Tanner? I do not recollect whether that was in the limit of the time. You were aware that there was a declarator of trust from Paramena and Pahora? I only remember the conveyance being signed by them. Were you engaged by the purchasers at that time? I believe I was. Were you engaged at the time of this deed. (Deed of conveyance, July 29, 1869, produced)? Yes. Was not the arrangement for the increased fee on foot at the time of this conveyance being signed? Yes. When Henare Tomoana applied to you, you were under the £300 engagement? Yes. Were you not aware that one cause which would lead to the sale of the land was the amount of debt which the Natives owed? Not at that time. You became aware then there was a debt of nearly £1,000 due to Mr. Sutton by Henare? Yes. Was not the probability of the block being sold by that debt not being settled for or otherwise? Not that I am aware of. Was Mr. Ormond aware of the nature of your engagement with the purchasers? Not that I am aware of. I never spoke to Mr. Ormond about it. The next conversation you had after Henare Tomoana's Taupo affair, was when you went to Pakowhai with Mr. Tanner? Yes; when we went on with the negotiations for three days. Where was it you and Mr. Tanner saw Karaitiana, and asked if he was inclined to sell? At Pakowhai. How long was it before you went for the three days? Some time previous; I could not say how long. Was it before Pera Pahora sold? I believe it was. Where was this deed signed (deed of 29th July)? In Cuff's office. Had you previously seen Pera about it? Yes, the day before, with Mr. Tanner. I believe Mr. Tanner had already seen him before he brought him to me. What did Mr. Tanner say? He asked him to sign; that the bulk of the money should be held by him till all the others had signed; that he would get the interest of it annually; and that when the sale was completed he would receive the bulk of the money. Did not Mr. Tanner tell you that Mr. Sutton was after the interest of Pahora, and that it would be necessary to tie it up? I believe Mr. Tanner came to me about it. It was, I believe, Mr. Sutton who was after it at the time. Pahora agreed to this? Yes. Was he sober at the time you and Tanner spoke to him the day before the deed was executed? Yes, he was to all outward appearance sober. When he came on the following day to Cuff's office, you interpreted the deed? Yes. You explained that he parted with his interest, and that he was not to receive the money till the others had signed? Yes. Who was present? Mr. Tanner, Mr. Cuff, Pahora, and myself. Was he advised by any one? Not that I know of. He was sober at the time? Yes; he was shepherded to keep him sober. None of those circumstances were mentioned in the deed? No. It was a simple conveyance? Yes. There was no guarantee to Pahora of this? No. You were not called upon to interpret any other document? No; I do not recollect. Do you recollect the other people who signed the deed—Rota Porehua and Pateriki? Yes; at Cuff's office. You explained the deed to them? Yes. Do you recollect their coming in to have this deed explained? Yes. Did you explain it to them? Yes; I gave the same explanation as I did to Pahora. Did not Rota Porehua object to sign? I do not remember. Did you not explain that it was not an absolute sale, but merely protecting it against an improvident sale by Porehua? I explained it the same as I did to the others. While you were explaining it two or three times, was an objection made? I do not remember. Why was it necessary to explain two or three times? To make him understand. Did you tell him what would take place if the other grantees did not sign? No. You did not contemplate that at all? No. Between the time of your being engaged by Tanner and the going out to Pakowhai, did you speak to any of the grantees in reference to their selling Heretaunga; did you not urge it upon them? I do not think I did anything of the kind, beyond interpreting. At the interpretation to Pahora, did you point out the desirability of it, or use any argument? I do not remember doing anything else than interpret it. Do you remember having anything to do with the arrangement between Waka and Parker? Yes.

Heretaunga.
Complaint No. 1
—*continued.*

Do you recollect being applied to by Mr. Tanner in reference to a settlement of this lawsuit? I really do not remember. Do you remember being present with Mr Tanner and Waka upstairs to sign a paper agreeing to a distance? I remember going over to Mr. Wilson's to interpret a letter for Waka. How came you to be employed to interpret it? I was just asked casually in the passage. Do you remember writing a document addressed to Mr. Wilson upstairs here, about the discontinuance of the action? I do not remember. How long before you received the message to go to Pakowhai did you go? I think it was the same day. Do you recollect who it was brought you the message? No. What were the terms of the message? That I was wanted at Pakowhai. Anything else? That Karaitiana wanted me. Will you swear that was what the message said? As near as my recollection serves me, that was what was said. That they had been asked to sell? Yes. What time did you get to Pakowhai the first day? Some time between 11 and 12 o'clock. When you got there was Mr. Tanner there? I rather think he came a little after. Who first spoke in reference to this subject? I believe it was Karaitiana himself. How long did you remain that day? It was shortly after we had dinner, in the middle of the day, and left soon after. Had you any talk after dinner? Karaitiana himself suggested we should come again the next day. Was anything said about Henare's debts? Karaitiana said they had agreed to sell on account of the people's debts, and mentioned Henare's in particular. Did Karaitiana remain in the room all the day? Nearly all the time, and taking a leading part in the conversation. Did Mr. Tanner express his willingness to buy? He was willing to buy, and a sum of £12,000 was offered to include Neal's mortgage, and that was objected to. What other matter kept you so long the first day? Mr. Tanner was explaining. What share did you take in the matter? I did nothing else than interpret. Was it not pointed out it was necessary to sell to make provision for Henare's debts? I am not aware there was any argument of that kind made use of. Karaitiana's saying that I told him and Henare that Henare would be taken to gaol for his debts if he did not sell is false, and I do not remember Mr. Tanner saying anything of the sort. Was no reference made to the writ of Mr. Sutton's? I do not remember anything of the kind. What else was said by Tanner in addition that £12,000 was a fair price? I do not know of anything else. Was Manaena present the whole time on the first day? I am positive he was there in the morning; but I do not know whether he was there in the afternoon. Where were the Natives when you went there? Karaitiana was in his house; Manaena was sent for to his house; but I am not sure about Henare, whether he was sent for. Did Henare remain during the whole of the interview on the first day? Yes. Do you not remember his going out? It was nothing but a question of price during the whole time. Do you remember Karaitiana's going out? Yes; but he only went out for a short time. Do you not remember his saying he could not discuss the terms of sale? He may have said so for the sake of increasing the price; he is very fond of simulating unwillingness to sell, to increase the price. What time did you get back on the second day? About 4 o'clock; I could not say to an hour. What time did you get to Pakowhai? About 11 o'clock. How did the conversation take place the second day? In the same room; Henare's big house was not then up. How were you occupied the second day? Talking over the matter: Mr. Tanner trying to get it as cheap as he could, and the Natives trying to get as much as they could. When was the reserve spoken about? On the second day. On the first day it was said that the Karamu should be reserved. Who first spoke about the reserve on the second day? I cannot recollect. What did Karaitiana say about it? Karaitiana said that it if was to be in the name of himself and Henare, that would be quite sufficient, and no hapu was named; it was explained that it would be better to be included in the deed, and conveyed back for themselves and their hapu. Did you not know that Karaitiana did not intend to include Tareha and other hapus in the reserve, but it was to be for his own hapu? Yes; I do not know about the immediate hapu; but I understood he wished to exclude Tareha, inasmuch as Tareha's share was the other end of the block, and that his interest had been parted with. Who were the other people you knew Karaitiana wished to exclude? I do not recollect any others; he simply wished the reserve for his people, but who those people are I would not pretend to say. Was anything said as to Arihi being excluded? I will not say there was not something said about her, but not about her being excluded, as Karaitiana and Henare always spoke of her as being one of the largest owners.

Mr. Maning.] How long were you employed in this matter? It was about the end of June, 1869; and I ceased to have any connection with the matter after Henare's signing at Cuff's. What was your regular fee? Two guineas a day. Have you ever heard of a Native chief being put in gaol for debt? I never heard of such; I doubt if it would have been submitted to.

Mr. Sheehan.] What time did you get there the third day? The same time as on the other days. Did you go back by invitation? Yes; the overtures came from the Natives. What Natives were present? The same as on the previous day—Henare, Manaena, and Karaitiana. Was it on that day the division of the purchase money took place? Yes. Before sitting down the Natives had expressed their consent to sell? Yes. And the terms they had agreed to was the £12,000 clear of the mortgage? Yes, including the money to Tareha and Waka. Can you recollect the conversation on the third day before they agreed to sell? It was similar to the preceding days. Who began the conversation? I cannot remember. Was it from the Natives that they said they agreed to sell? The Natives agreed to accept the £13,500. Who was the first who sat on the floor? Mr. Tanner was, I think. Who did the figuring? Mr. Tanner, I believe; I did not, except explaining to Henare about the £150. Manaena came first; Matiaha, Arihi, Paramena, and Pahora and Noa last. It was agreed that they were each to get £1,000 but Arihi, who was to get £1,500. Karaitiana objected to there being only £3,000 for himself and Henare, and reduced Paramena and Pahora to £1,000 between them. Immediately after this Karaitiana went out, saying to Tanner, You will have to do something more for Henare. We first of all went into Henare's accounts, and even then he did not state all. After that came the annuity for Henare. The result of the annuity was, that Karaitiana got also an annuity of £100. It was then the agreement was drawn up. (Agreement, dated 6th December, produced.) Can you recollect the manner in which it was explained to the Natives? It was read over word for word to the Natives, and I swear they understood every word. I explained to them they had agreed to sell, and they acknowledged the receipt of £4,000—namely, £1,500, Neil's mortgage; £1,500, Tareha's share; and £1,000 to Waka. It was understood from the beginning that they were dealing

Heretaunga.

Complaint No. 1 —*continued.*

with the whole block. You have heard Henare Tomoana state he and Karaitiana got £6,000 each? It is a fabrication from beginning to end, and I believe was made up that morning, and was never heard of before. Was anything said by Karaitiana and Henare that they were authorized by the whole of the grantees to sell the block? There was nothing specific said in reference to their position as to the grantees, but they led us to believe that they were authorized by the other grantees. Did you tell them that by this document they undertook to get the other grantees to sign the conveyance? I do not recollect making any explicit explanation. Did you tell them that the signing the agreement was the same as signing a conveyance? Yes. Did you tell them that they would be liable to an action if they neglected to get the others to sign? No. When did you leave here? On the 10th February, 1870, and got back here in August. Can you not recollect what amount the Natives asked when the £12,000 was offered? I could not say. Did not Henare ask £6,000 for himself? I never heard it till the other day; it never was hinted. The sum asked for the whole block was very much larger than that offered by Tanner? Yes. Can you not say that Karaitiana appeared to be doing something greatly against his inclination? I cannot say he did. Why did you not include the £1,500 and £1,000 for the amounts in the agreement? I did not draw the agreement; I had nothing to do with it. You know the extra sums were included? Yes. When you interpreted the deed to Noa, did you explain what he was to get? I explained Karaitiana had set apart £1,000 for him. You informed Noa that Karaitiana and Henare had agreed to the sale? Yes. You explained the deed the same to Noa as at the Pakowhai, except that you said nothing of the terms? Yes. You accompanied Mr. Ormond in the first instance to Pakowhai to get Henare's signature to the deed of conveyance? Yes. The deed was with you? Yes. What time did you get to Pakowhai? About 10 o'clock in the morning. What time did you leave? Within half an hour. Was any reason given for not signing? He simply said he would come down to Cuff's and sign. Was he alone? I believe so. Who suggested he should come to Cuff's? He did himself. Did the proposition that he should go to Cuff's to sign, and that he would come that evening, come from him? Yes. What time did you get to Cuff's the next morning? Towards noon: as near as I can say, about 11 o'clock. What did you go to Cuff's for? To meet Henare. From whom did you hear that? From Mr. Tanner or Mr. Cuff. Were you the first to reach there? I could not say. Did you go there alone? I went by myself alone. Did you meet any one on the road? Mr. Tanner and I were just going in together. When we got inside, I believe Henare was already there. Mr. Cuff was also there. What was first done? The usual compliments of the day were interchanged. What next was done? I cannot remember whether we did anything of the business before lunch or not. What time did you have lunch? Between 12 and 1 o'clock. What did you do before lunch? I could not say we entered into business before lunch. What time did you leave Cuff's house? It was before 4; I think it was about 3. What was the conversation that took place after lunch? Principally about Henare's debts, and Mr. Cuff went into a calculation as to the other blocks he might sell instead of Heretaunga; and it was found he could not get enough money to pay his debts without selling Heretaunga. Then he was in hopes he would not have to sell Heretaunga? I do not know that. Is it not most likely that you had heard of Karaitiana's unwillingness to sign the deed before he went to Auckland? It is probable. Was not that calculation made out because Henare was unwilling to sell? I do not know that. Do you recollect what was the time the calculation occupied? About an hour. Did Henare say anything about waiting till Karaitiana returned from Auckland? I do not remember him saying anything of the sort. I do not recollect his expressing any unwillingness to sign. The deed was then produced and explained? Yes. Was the consideration filled in at the time? I think it was. Can you recollect whether these names were filled in at the time? (Deed of conveyance dated 16th March, 1873.) I believe they were. Did Henare make any remark of unwillingness to sign when he did? He made some remark about signing his death-warrant, in a jocose manner, with a smile. Do you recollect what took place on the occasion of Manaena's getting the £100 cheque? Mr. Tanner gave him the cheque, in consideration of which he agreed to come in the following day and sign. There was a memorandum taken at the time? Yes; it stated the receipt for £100, and agreed to sign the conveyance. Were the terms of sale explained to him? He was aware he was to get the £1,000; I told him so. He did not come in the next day? No. The next time you saw him was when you were with Mr. Sutton? Yes. He was then aware of the annuity? Yes; he said he heard we were giving Karaitiana and Henare an annuity. Were you informed by Mr. Tanner that Sutton was coming to assist you? I think Mr. Sutton called to me across the river. Were you not aware that Sutton was authorized to give the £50 a year? I inferred that from Mr. Sutton saying he thought I could safely offer the £50. Who first mentioned the annuity? Manaena; he first asked £100, and then reduced it to £50, and then it was agreed to. When Manaena mentioned about the annuity of Karaitiana and Henare, did you admit it? I believe I did, and mentioned what they were getting. How soon after did you see Mr. Tanner? Not till the next day, if then. When you saw him did you tell him of the annuity? I think he had heard it from Mr. Sutton, and did not object. After that you had no direct concern in the matter? I do not think I had anything more to do in the matter. Did you explain to Noa Huke anything more than the deed explained? I explained Karaitiana had set apart £1,000 for him. Had you any conversation with Mr. Beyer? No; all I have stated I heard from the Natives. I saw him going to Pakowhai, it was after the agreement was signed. I could not say whether it was before Karaitiana went to Auckland. At the time Manaena signed did he not say, Wait till Karaitiana comes back? Yes; he said, Wait till Karaitiana returns, and both will sign together. What did you say? I said, Sign now. There was not much discussion.

Francis Edwards Hamlin—Cross-examination continued.

Mr. Sheehan.] Did you not go to Waipukurau? Yes. You remained three days at Waipukurau? Counting the day I arrived and the day I started to come back, I was three days. What were you doing at Waipukurau? I simply went to get Arihi to sign the deed, understanding she was willing to accept the £1,500. Did you not, during the three days, spend a considerable time each day endeavouring to get her to sign? I never asked her but once, and that was in the presence of her trustee. What was the amount you offered Alice? £1,500 was the sum I was to offer, and I did

dictated it to Mr. F. E. Hamlin. Mr. Carlyon appeared as Waka's solicitor—I cannot recollect at what stage, but long before the contemplation of Waka's business—and has been acting as his solicitor since. I met Carlyon in Cuff's office with Waka in reference to this matter. I met Mr. Carlyon on two or three occasions. I only recollect him as Waka's solicitor. Mr. Lee was acting for Mr. Parker. I think it was on the 2nd December, 1869, we had a meeting at Mr. Cuff's in reference to the settlement. Mr. Carlyon wished to satisfy himself that the accounts paid by Parker were legitimate accounts. The final settlement was come to on the 10th of that month. (Receipt of Parker's, dated 11th December, 1869, for £789 16s. 8d., received from Cuff and Carlyon *re* Te Waka Kawatini produced). That is Parker's receipt. We went into Waka's accounts with Parker. Mr. Parker produced them as paid by him—cash advances made by him were also included. Waka was in the habit of staying with Parker, at his house in Napier, and was on very good terms with him. Parker was a butcher, and had the run at Waitangi. Waka never disputed the accounts as rendered by Parker, but disputed some of the tradesmen's accounts. We said to Waka, If you dispute any of the tradesmen's accounts, we will go with you and see into the matter. When we told him the items of the accounts he agreed to them, but disputed the total amount, saying it was too much. When we asked him to go to any of the storekeepers whose accounts he disputed, he refused to go. We were then satisfied it was a wish on his part to repudiate the accounts, though he did not dispute the items. We paid the amount of £789 6s. 8d. to Cuff and Carlyon at Waka's request (as per receipt produced). Why did you pay the money to those two persons? That they might see the bills properly paid—certain bills which had not been paid by Parker. In all we paid on Waka's account £1,048 5s. 6d. He knew that it would take all his interest in Heretaunga to pay his debts. He was satisfied to get his interests in the other blocks reconveyed to him free of debt. I frequently saw Waka during this time, principally in Napier, after this was settled; it was not discussed; he expressed his satisfaction at the settlement. The accounts were examined by Messrs. Cuff and Carlyon, James Nelson Williams, and myself, previous to the final settlement. There was a balance of rent due to Waka, which was paid to Messrs. Wilson and Carlyon.

As to Pahora's Share.—The first thing I heard of Pahora's transaction was, that Mr. Grindell had gone out to Pakipaki to see Pera Pahora about his interest in Heretaunga Block; it was on a Saturday; Grindell returned on the Monday, and I was told he had not done anything. I ascertained subsequently from Pahora that Grindell brought him out a deed to sign—a conveyance of his interest in Heretaunga for £500 to Stuart; but nothing came of it, as they both got the worse of liquor, and could do no business. I went to Mr. Wilson when I heard of this, and asked him if something could not be done in the way of declaring a trust, to prevent Pahora disposing of his interest in the block, as it was evident he was a drunken fellow, and would dispose of his interest. This time our eyes were opened as to the position of a grantee's interest in a block. The declarations of trust on 20th April, 1869, were then made out by Mr. Wilson, and Mr. James Nelson Williams took them out for signature. We paid for the deeds, I think. Some time subsequently I heard Pahora was offering his share for sale in the town. I was told by Mr. Sutton, I think, that these declarations would not bar a sale. I went to Mr. Wilson and asked him, and he said, I am sure I cannot tell. I said, I had relied upon his giving me something that would bar a sale without the consent of all the parties. He then said, Who says they (the deeds) will not? I said, Do you say they will? and he said, I will not say anything of the kind. I said, In that case, on the first opportunity, if I found Pahora really intended to part with his interest I should certainly buy it, to prevent others from doing so. He said nothing to this; he was my solicitor at this time. I did not see Pahora myself until I was told by Mr. J. N. Williams he had seen Pahora near the Club, and he asked him why I had never asked him to sell his share, and expressed his determination to sell. Shortly after this I had an interview with Pahora, who expressed his intention of selling. I was aware at this time he was able to sell, despite the declaration of trust; and, knowing he was not much in the block, I offered him £750 for his share, being £250 more than Stuart had offered him, to my knowledge. He did not higgle about the price, and if he had offered him £500 he would have agreed to sell. Several of the Natives expressed their acquiescence, and also stipulated that the amount should not be paid till Heretaunga was sold by the rest of the grantees; and then they wished me to pay the amount at the time of the grantees' sale, and required me to pay the interest to him, and I gave him then an advance; the date of the deed was 29th July, 1869.

As to Tareha's Share.—The first recollection I have of Tareha's matter was meeting Mr. Maney at the corner of the post office, and his telling me he was about to proceed to Wellington to purchase Tareha's share in the Heretaunga Block. I asked him how he knew Tareha would sell, and he said he had an agreement from Tareha, and he was going to Wellington to get him to complete the purchase. That Tareha and his people were largely in debt to himself and Peacock, as they were pressed for money, and found it inconvenient to be so much out of pocket. I expressed my doubts as to whether Tareha would agree to complete the sale in Wellington. Maney said he was quite sure he would, and as we were the lessees of the block he thought it was but fair to give us the first refusal. He said he need not press me, as he knew a party who would take up the share if we would not; and on asking him who it was, he said it was J. M. Stuart. He said Tareha's debts were £1,500, and he proposed to offer him that amount for his share in the Heretaunga. I told him I thought it was too much, and asked him to leave the matter open for two or three days. Almost immediately after this I saw Henare Tomoana near the Council Chamber. I told him what Maney had said. I told him I thought I had better go to Wellington, so that if Maney succeeded in purchasing I should have the first refusal. Henare said he did not believe Tareha would sell, but if he did so I had better go to Wellington and purchase. I told Maney what Henare had said, and said I was of the same opinion, that Tareha would not sell; and then I made the arrangement with Maney about paying the passage—that if I went down and they did not succeed in purchasing they were to pay my passage, and if I did buy I was to pay theirs. But it was to be distinctly understood I was not to have anything to do with the negotiations; I should get at one end of Wellington and they at the other. They came to me shortly after going to Wellington, and told me they had succeeded in getting Tareha's share. I said, I must see Tareha, and ask him if he agreed to sell. Maney said I could ask Tareha what I liked. Maney, Peacock, Martyn Hamlin, and

Heretaunga.
Complaint No. 1
—*continued.*

Tareha were present at Osgood's Empire Hotel. I asked Tareha if he was willing to sell Heretaunga. He said his people had long got money and goods from Maney and Peacock, and he was quite willing to use his interest in Heretaunga to pay for them. I asked him if he was quite willing to sell in Wellington. He said he knew his people would be quite satisfied at what he had done, and he was quite ready to sell. I asked him if his people would consent. He said they would; and then I made that as a stipulation to Maney and Peacock that they should get the principal members of Tareha's tribe to sign an indorsement on the deed I should get prepared, and I further required Tareha should give me a written authority to pay Maney and Peacock the £1,500. After that I went to Brandon and Quick to prepare the deed, the same afternoon. They told me to call the next morning with Mr. Hamlin, to give them what Native names they might require. They had the draft prepared with the names in blank. I paid somewhere about £500 in Wellington, and the balance was to be paid here in Napier when the Natives indorsed the deed. I recollect, before the deed was signed, meeting Mr. Ormond and Mr. Samuel Williams just before going into the House, and our discussing the advisability of Tareha not signing in Wellington. My reply was I had nothing to do with it, as I refused to be any party to it in the first instance, but that I would see Maney and Peacock about it if I met them, and would advise them and Tareha to leave it. I did not see them (Maney and Peacock), nor Tareha, till they came and told me the share was purchased. I am not sure whether it was one or two days after, and it was partly that reason that made me ask him as to whether his tribe was satisfied. After the signature by Tareha, I came up here and got the signatures of Tareha's people. I then paid the balance of the money. There was no stipulation as to keeping £300 for Tareha. I have had no conversation with Tareha on the subject since our return from Wellington, on any occasion whatever. There was no such meeting at the bridge as he mentioned. We never met at any time outside the Government Buildings during the sitting of the Commissioners, as he mentioned; and until I saw him in Court I had not the slightest idea he had a complaint. The only occasion I saw him was when I gave him a tarpaulin; and afterwards he saw me speaking with Mr. Samuel Williams, and ran after me and asked me for a suit of clothes.

As to Arihi's Share.—Some time in September 1869, Arihi, then a married woman, conveyed her interest in Heretaunga and other blocks to Messrs Wilson and Purvis Russell in trust. We had notice of this, and I asked Mr. Purvis Russell about it when I met him, what was intended by it. He replied not to bar the sale, but to provide that Alice's proportion should be secured to herself, as she was afraid Henare would take all and give her nothing.

Opening of negotiations with Karaitiana.—The first interview I had with Karaitiana was when he told me he was going to Auckland. He did not say what he was going for. There was very little said. On my return to Napier the same evening I met him going back to Pakowhai, at the water-trough at Mr. Maney's. I expressed my astonishment, and said "I thought you had gone to Auckland." He said he was stopped by Henare's debts and his own, and he was in great trouble about it; that he had been spoken to by Europeans, and that he had been threatened with a writ. He said he should not go to Auckland with a load on his back, but he should go to Pakowhai and see what could be done about arranging to pay the debts. I asked him how he proposed to pay them? He replied, by selling some land. I asked what land. He said he was not sure; but as Heretaunga had been broken into by Waka and Tareha, they should very likely sell that. I said it was a matter entirely for their consideration; and if they decided to sell, to send for Mr. Hamlin and myself. He said he should do so. Some days after I got a message from Karaitiana telling me to go to Pakowhai the next day, and the messenger told me he had told Hamlin also. I do not know the name of the messenger, but it was, I think, a short man, Karaitiana's factotum, that drives about with him in his carriage. I went the next morning, and met Hamlin on the road. We got to Pakowhai.

Thomas Tanner—Examination in chief resumed.

Paramena and Pahora.—Before this messenger arrived for me to go to Pakowhai, on going out to my run, I met Paramena and Pahora near Waitangi. I asked them if they had seen Karaitiana or Henare. They said Henare had sent for them. They went and found Noa there, and had a talk about Heretaunga, and it was agreed it should be sold, and they had left the matter in Henare and Karaitiana's hands. I asked Pahora if Karaitiana had asked him anything about the deed he had given us. He said yes; and Karaitiana had said he must refer to the tribe. I could not give the Maori words. I only got the general sense. I asked Pahora if he was agreeable to that, and he said he would take his chance with the rest—in Native language, words that would imply that; in other words, he would take what Karaitiana chose to give him. Pahora was the chief speaker. Paramena said very little, but offered no objection to what Pahora said. That was all that passed. It was a very short interview.

Three days' negotiation at Pakowhai.—We met there (at Pakowhai) some time in the forenoon, Mr. E. Hamlin and myself. We went to Karaitiana's house, and found Henare there with Karaitiana; Manaena came in some time afterwards. We talked for some time on every subject but the one we came about, till after dinner. Karaitiana got dinner for us. Some time after Karaitiana commenced the subject about the sale of Heretaunga, and said they had had a talk with Noa, Paramena, and Pahora, and that they had agreed to sell, and had left the matter in his hands—to himself and Henare. He spoke of his own people as well; he seemed to attach more importance to their consent than to the others. I asked him about Pahora's deed. He said that must be given up, and they would give him his proportion out of the purchase money. I do not recollect on the first day any mention made of the purchase money, but really the discussion about Heretaunga was comparatively a very short one. Karaitiana then said in the afternoon we had opened the subject, but he was not prepared to go further into it, but told us to come again the next morning. We went the next morning, and, as usual, there was a deal of desultory conversation. Karaitiana and Henare were present; and I think Meihana came in some times and sat down, and Manaena. They were very long before they came to touch on the subject of the meeting. My practice was never to speak first; always to let them begin the conversation. Henare I believe, was the first to speak, but whether before or after dinner I cannot recollect. He said they were

Heretaunga.
Complaint No. 1
—continued.

going to ask a certain price. I think it was something ranging between £15,000 and £20,000. I cannot say what; however it was more than I was disposed to give. I then said what I was prepared to give, and I based it on what I had heard was the highest price Mr. J. M. Stuart would give, £12,000. I looked upon it that Henare had made his largest demand, and I made my lowest offer, quite expecting to have to rise. To the best of my knowledge Karaitiana took very little part in the conversation that day. We talked about the price, &c., but, as usual, the business was the shortest portion of the day's work. Henare and Karaitiana said they had heard my offer, and would talk it over that night, and that we were to come again the next day. On the next morning we came; we found Karaitiana and Henare there. Manaena came in, but did not remain long. We commenced business earlier than on the second day—before dinner. It commenced by Henare saying we would talk the matter over, and that I should have to raise the price. Almost immediately the discussion commenced. Manaena got up and left the room. Reference was then made to the mortgage. I cannot be certain it was mentioned the afternoon before; but as far as I can recollect this was the first mentioned. They said I should have to pay off the mortgage in addition to what I had offered. My offer was for the whole block, including all the grantees, those who had sold as well as those who had not, the money we had already paid to be included. After dinner Henare said, Let us get pencil and paper. He got some from Karaitiana's desk. Henare sat down on the floor; Mr. Hamlin and myself followed suit. We had been sitting on chairs before. Henare and Karaitiana wanted to see how the money would be apportioned, and what they would get out of it. I asked them what they expected to get, and they said £1,000 a share, themselves included. They then asked us to write that out—they giving us the names. They asked us the total amount, which we explained, and the balance which was over. Karaitiana said it (the balance) was not as much as it ought to be, and we must alter Paramena and Pahora to £1,000 between the two; that would leave a balance of £2,500 (including Arihi at £1,000), which Karaitiana proposed to take between himself and Henare, in addition to the £1,000 they had allotted themselves. I then told them that as Arihi had handed over her property to Russell and Wilson, I was sure they would not take the £1,000, and asked them to give the odd £500 to add to her £1,000. Henare opposed it for some time, and after some discussion he agreed to it. Henare commenced talking about his debts, and when he began Karaitiana got up and left the room. As he was going out he said to me, You will have to do something for Henare. Henare told me of some amounts of his debts, and I knew of one or two, and we made up his debts to somewhere over, I think, £2,000; and Henare said, You see I shall have nothing left; my share of the purchase money will go to pay my debts. You must give me another £1,000. He urged, as another reason, that he owned nearly the whole block, and that he ought to have a very much larger proportion of the money; that the sacrifice to him was very much more than to any one else; and he never would have given it up but for his debts. He wanted now something for himself, as he was giving up the Heretaunga Block, and would have nothing left. Hamlin said he would be no better off with another £1,000, as he would spend it all, and be in debt again in a short time. I then suggested to Mr. Hamlin that it would be a good plan, instead of giving him the lump sum, to divide it over a number of years—say £100 a year for ten years. This was explained to him—that it came to the same thing, and would also be something to show for it during that period. He then said, if I would consent to give him £1,500 in that way he would be perfectly satisfied. After some little discussion, I thought it better to close at once, and I consented to give the £1,500; Mr. Hamlin showing that £150 for ten years would be £1,500. He then said it was all right, and the matter was concluded. I have a very distinct recollection of this transaction. I never was engaged in a similar transaction with the Natives. I then told Henare I should want their agreement to sell in writing, and we then proceeded to the desk, and I wrote out the agreement produced. We had some little discussion as to what would be put in. I told him I should mention the main sum, £13,500, and also name the amounts that had been received on account of that. I showed how the £4,000 to be deducted had been made up, viz. £1,500 to Tareha, £1,500 for the mortgage to be paid off, and £1,000 to Waka. The agreement was fully explained to him, and he quite understood it. There were one or two other Natives in the room: I think Meihana, Karaitiana's brother, was one. I was aware there were one or two present, going in and out, when Henare signed. I sent for Karaitiana, and when he came in, and E. Hamlin told him Henare had been satisfied and had signed, Karaitiana then sat down and took the pen in his hand. Hamlin then explained the agreement to him. It was a mere matter of form. He commenced, as I thought, to sign. Henare was in the room; I think Meihana was there also. Karaitiana then threw the pen down, and jumped up with every appearance of anger. I suspected it was only feigned. I had had some experience with him at the lease, and from a remark from Henare I saw the way the wind blew. After a short time, I followed him to the verandah, where, as I knew, he was waiting for me. I asked him what was the matter? He said I had satisfied Henare, and he expected to be satisfied too. I was not surprised. He then asked me what I had agreed to give Henare, and I told him I was to give Henare £150 for ten years. He said it was quite right; Henare would want it all, as he was in debt. He said he did not want so much; he would take £1,000. I told him if he would take it as Henare had—namely, £100 a year for ten years—that I would accede to it. He said he could have prevented the sale, or not, as he liked, and he had a very good claim for the £1,000. I said I should like Mr. E. Hamlin to be called out, so that he might hear what Karaitiana said, and that he was satisfied. I called Hamlin out, told him what I had done, and asked Karaitiana if there was anything on his mind, or was he satisfied. Karaitiana said he had been for a long time unwilling to part with his share of the block, but as I had acceded to his request he was perfectly satisfied. I then asked him if he would sign the document for the sale of Heretaunga. I told him it was not a *kiri hipi* (sheep-skin), but was as good, and the deed could be signed at some future time. He then went in and signed the agreement. I told him I would have the deed prepared in a few days for his signature and that of the others. Nothing more took place. We then got on our horses, and rode away. A very short time after this, I heard it talked of that there was a hitch, and that some one had advised Karaitiana not to sell. I took no steps in the matter till I saw Karaitiana in town. I saw him on the opposite side of the street, and go into Mr. Wilson's. I waited from twenty minutes to half an hour, till he came out. I called to him, and asked him to come into the library, in this building. He followed me in, and I asked Mr. Hamlin to come in with me, and asked Karaitiana what he had been saying,

Heretaunga.

Complaint No. 1 —*continued.*

and if what I had heard was true? He said both Mr. Beyer and Mr. Wilson had recommended him not to sell Heretaunga. Mr. Wilson said he knew he would have to sell some land, but advised him not to sell Heretaunga. I asked him whether he had told Mr. Wilson he had agreed to sell, and had signed a document? He said he had not told Wilson he had signed anything. I asked him if he would refuse to sign the parchment deed? He said, as he was just starting for Auckland, he would not sign it then, but he might on his return. I said, Very well, and closed the interview. After the signing at Pakowhai, I told Mr. Sutton and others we had purchased Heretaunga and that, when all the grantees had signed, which I expected would be shortly, we would pay the orders drawn on us, and I mentioned this fact to Karaitiana at the interview in the library. He made no remark in particular.

The Meeting at Waitangi.—When the deed was ready a day or two after, I asked Mr. Cuff to go out to Pakowhai with E. Hamlin to get the signature of Henare, Manaena, and any other grantee that might be present. He told me when he was going out. He went out; I did not go, as I thought it a matter of form. I saw Henare the same afternoon they went out to Pakowhai, at Newton's Corner (in Napier), and I asked him if he had signed, and who was there. He said he had not, as he had to come to town on business; but he had sent word to Cuff and Hamlin that he would meet them at Cuff's house, at Waitangi, the following morning, and told me to go out there also. That was all that took place, except he asked me for money and goods. I went out the next morning, and met Mr. Hamlin at the gate, and we went up the garden together, and found Henare and Mr. Cuff there. We made the usual salutations, and talked as usual of everything but the business we came about till after dinner. I did not speak to Henare much. Mr. Hamlin spoke to Henare, and I to Cuff, till dinner was announced. We sat down to dinner. Mrs. Cuff was there. Henare was very polite, much to Mrs. Cuff's amusement. The doors were all open; and after dinner, and Mrs. Cuff had gone, we smoked and chatted for about half an hour. Henare said, You have got the deed, and may as well produce it. If I have to sign my death-warrant, I may as well do it at once. This was said in a jocular manner. Mr. Cuff got the deed, and we drew to the table, and Henare, without any discussion, took the pen and signed the deed; Mr. Cuff standing by his side and witnessing. He made some remark about what Karaitiana would say. He said he would be angry, but *me aha*—never mind. He then asked for the 100 acres for Paneta (it had been agreed this should be given by me in exchange for a piece of the original Karamu Reserve, next the Awahou, so as to improve the boundary). Henare said he wished it be conveyed to his son Paneta. This was not agreed to by Karaitiana at Mr. Cuff's. It was referred to there by Henare. I am not sure there was not a deed of the reserve made out. The arrangement for a conveyance to Paneta lapsed by mutual consent; but the 100 acres was included in the reserve. There has been no alteration in the Karamu Reserve, with this exception, since the time the fence was put up, two years before the legal lease. There was nothing more said at Cuff's. I do not remember anything being said about Henare's debts. The business part did not take more than ten minutes or quarter of an hour. I do not remember his mentioning any debt but Sutton's. We then had a little ordinary conversation, and went home. I never saw Henare in better temper than on that day; there was no struggle with any one. He expressed no wish, by gesture or word, to leave the room. He never made use of such language as he has stated. I should no more think of using force than of running my head against a stone wall; it would defeat its object. Of all men whom I have met, Karaitiana and Henare are those whom any show of compulsion would be most likely to drive into opposition.

Signatures obtained of Arihi, Paramena, and Pahora.—Mr. Edward Hamlin had gone a day or two previously with the deed, upon my instructions, to see the trustee Mr. P. Russell, and Alice, and tell them that Karaitiana had allotted £1,500 as Arihi's proportion of the purchase money, and to offer that to Mr. Russell and Alice. Hamlin came back and reported that £2,000 had been demanded. I told him to be ready to go up the next day. I met him, but he was unable to go, and I had to get his brother Martyn. When I got there, I found Mr. Wilson and others there. We agreed finally for £2,500. He got Alice and Mr. P. Russell's signatures, and returned to town. On our way up, we saw Paramena at Mr. Coleman's. Mr. M. Hamlin showed him the deed; told him Henare had signed; explained the deed; and Paramena signed the deed without any inquiry as to what he was to receive; nor did I tell him, because Karaitiana and Henare said all those matters were to be left to themselves.

Manaena's Signature obtained.—I remained at Te Aute that night. When I arrived in town, Mr. Hamlin gave me the deed with Pahora's signature. I think I then arranged to go out to Pakowhai to see Manaena with Mr. E. Hamlin. We went, and found Manaena at home. I told him what I had come for. He asked me what signatures had been obtained. I told him, and he did not express any willingness to join in the matter. I saw there was some hesitation, and was prepared for consequences. He asked us to come inside to his bedroom; he then told us he knew all about it from Henare; he was quite agreeable to the sale, but he wanted a small donation. He was not so greedy as Karaitiana and Henare, and if I would give him £100 he would sign. I said I would do so. I wrote out a cheque for £100, and this receipt (produced). He did not make any other allusion to the purchase money, or any remark. All he asked was a small bonus, and as he was coming into town the next day he would sign. I gave him the cheque; he signed the receipt, Mr. E. Hamlin reading it over to him and explaining; and we went away. The next day he did not come in. Two or three days after I told Hamlin I would go out and see what had become of him. We went out, but did not see him; waited an hour or two, and went away. We came the next day, and found him playing draughts in Henare's house. Whilst I was talking he went out. I followed him, but could not find him. I heard he had gone to Karaitiana's house. I went there, and saw the minister, who told me Manaena was not there. I saw he was evading me, and determined I would have nothing more to do with it. I told Hamlin to keep the deed. The next day I saw Sutton, who asked me if Manaena had signed. He said Henare had put him up to ask a small annuity. Mr. Sutton said he must see him about his debt, which must be paid, and that he was going to Pakowhai, if I would let Hamlin go out with him with the deed. He thought it very likely, if he told him he could have £50 a year for ten years, he would sign. I consented. They returned, and told me Manaena had consented and signed. They mentioned he had asked if he could retain the £100. I met him in town the following day. He told me

Heretaunga.
Complaint No. 1
—*continued.*

what had been agreed upon, and he asked me if he could keep the cheque for £100. I told him he could either keep the cheque or have the £50 a year. He asked if he could take the half. I said I would give it to him as the first instalment of the annuity. He agreed to this and handed me the cheque, which I tore up. He then accompanied me to Sutton's, and I wrote a cheque for another £50. Sutton also gave him £20, which I believe I refunded him. That is all the discussion I have had with Manaena about the matter.

The final Signature of Conveyance at Mr. Cuff's Office.—On Karaitiana's return I heard he had done nothing in Auckland, and that he was keeping out of the way. I asked Cuff to go out to him, and get him to complete the arrangement. I instructed Mr. Cuff to use every legitimate means to carry out the arrangement. I authorized him to take legal proceedings, if necessary. But he should take every means to avoid a lawsuit. I went so far as to give him a part of the purchase money to offer to Karaitiana. A few days after the second deed of conveyance had been prepared (the first, signed by Henare at Waitangi [Mr. Cuff's] having been objected to by Mr. Wilson), Karaitiana sent word to the other Natives to come in. We met at Mr. Cuff's office, the time was appointed, and all the six grantees came in. The first day was occupied in discussion about their debts and their accounts. I explained to Henare and Karaitiana their accounts with me; how the amounts £781 4s. and £307 8s. were made up. Henare made no objection to the account. I showed him how the account was made up on a large sheet of ledger-ruled paper, which I gave him. The only remark he made was, he did not think my advances came to so much. I explained the same with Karaitiana, and the same with Manaena, telling them whose bills I had paid for them, the amounts of the bills, and the cash advances I had made. Mr. James Williams and myself went into the accounts with the Natives (Mr. Williams principally), showing the orders that had been drawn. I do not think Mr. Williams had much to do with the discussion the first day. It was principally amongst themselves and with me. On the second day we went into the orders, showed how the different amounts had been paid, to whom, and what was the total; and then the deed was signed on the second day. It was read over by Mr. Martyn Hamlin. Mr. Williams stated what the balance was after paying the accounts—£2,387; wrote it out, and laid the cheque on the table. The deed was then explained by Mr. M. Hamlin, and I think Karaitiana was the first asked to sign the deed. But he motioned to some of the others to sign first. It was signed by all parties present, without discussion. After the deed was signed there was a pause—dead silence for a minute or two; and then Karaitiana told the Natives that their debts had absorbed their shares, and that he should take the balance, and pay what few debts he owed. I was not surprised, as the day before he had said that, whatever the balance of the purchase money was, we must leave it to him to deal with it. I told him that was his business, not mine. When he took the balance I said nothing, and no one else said anything. There was a dead pause for some little time. Then Henare asked us to go into another room; Karaitiana took the cheque, folded it up, and followed us.

Chairman.] Can you state how that balance of £2,387 7s. 3d. was arrived at? Mr. J. Williams undertook the accounts, and I was attending the general business. I was satisfied at the time that the balance was the correct one. In making up the aggregate of the £15,000 the annuities were included; the amount of consideration was only filled in the last moment. Mr. Cuff asked in English if there was any bonus or gift, and I said only the annuities. He was aware of this. He said the amount must be included in the total consideration money. The balance of the purchase money had no reference to the annuities; they were in addition to that amount. The annuities were not mentioned to the Natives in the outer room by us. There was no one noticed the discrepancy in the deed between the amount of £15,000 stated therein as the aggregate amount and the two sums of £13,500 and £2,500 into which the deed divides the consideration. It was a mistake of Cuff's. When Henare called me in to the inner room, there were present Henare, Karaitiana, Mr. Williams, and myself. I am not sure whether Mr. M. Hamlin came in. The conversation commenced about the reserve, and Arihi's trustees objected to Henare and Karaitiana as the trustees. They asked Mr. Williams to be one, and I understood that he agreed conditionally. Henare also asked about a balance of his debts still unpaid, and I understood him to ask Mr. Williams to ask Karaitiana for some money out of the balance of the purchase money. I do not think anything else took place, and we returned to the other room. When I got outside I saw Paramena, who complained he had not got enough of the purchase money, and I told him he had better ask Karaitiana, as he had the distribution of the purchase money, and he walked off. From what followed, I believe he went to Mr. Sutton. The same afternoon I received a letter from Mr. Sutton outside the office. [Notice produced.] Sutton backed up his notice by a personal interview, and claimed a further payment for Paramena and Pahora. He stated Pahora had a right to the money consideration expressed in the first conveyance of his share, of £750. Subsequently a sum was paid as a satisfaction in full of the sum. Next day Henare complained that he had not enough, by £300, to pay all his debts; and he asked me if, instead of reconveying the 100 acres of the Karamu Reserve, I would give him £200 or £300, sufficient to pay his debts, and keep the land. I told him I could not do so, as it was part of the reserve. I dealt entirely with Karaitiana and Henare. They would not allow me to deal with any one else. The rent was always paid to Karaitiana. I had no idea of the apportionment till I heard the other day, beyond Tareha and Waka's shares, which we kept back, one-tenth for each. I had no conversation with any of the grantees about a specific sum to be paid any of them, except with Karaitiana and Henare—not even with Manaena.

Events subsequent to Conveyance.] I have had two interviews with Karaitiana at my house since the sale. Karaitiana came once with his wife and Henare, and Henry Brown, the half-caste, who interpreted. They came to see whether the whole of the money due to him was included in the balance. I told him I did not know, but Mr. Williams would be able to explain it. I said I would explain it if he would name a day and come again. He came again by arrangement, and met Mr. James Williams. He said he did not understand how the purchase money was made up, and thought he ought to get another £1,000. I told him the £1,000 he was getting as an annuity was not included in the purchase money. He seemed puzzled about it, and then we recommended him to appoint some European in whom he had confidence to go into the accounts with us. He said he would do so, and after a friendly interview and a promise of some trees, which he afterwards sent for, we separated. Henare

Heretaunga.

Complaint No. 1 —*continued.*

was present, and an attentive listener. He took no part in it; neither did he make any demand or claim on his own behalf. I have met him several times since. I had another conversation with Karaitiana about the purchase. Just before he went to the last Session I asked him if he was now satisfied, or whether he intended to carry out our suggestion of getting a European to meet us. This took place outside this building. He said he could not quite understand; and I asked him to come in and get Mr M. Hamlin and speak through him. He did so, and I asked him through Mr. Hamlin what he wanted to know. He said he was not clear in his own mind that he had received as much as he expected. I asked him how much he had received. He said £1,300. Martyn Hamlin said he knew it was £2,300, as he went to the Bank with him. Karaitiana said he had forgotten the amount of the cheque, but if it was that he had received all. Hamlin assured him such was the case, and told him by referring to the Bank he could ascertain what was the amount. He told me he would do so on his return from Wellington. He said, Perhaps they will tamper with the cheque. We laughed, and Martyn Hamlin assured him it could not be done if we wished to. I have had no conversation with him since about the sale of Heretaunga. Neither of them has made any complaint. I never heard of Henare's claim of £500 and 300 acres until I saw it in the *Gazette*. Henare asked me if I would give him land instead of the annuity. But I told him my land was mortgaged, and I could not do it. Mr. Josiah Hamlin's evidence on the subject of my interview with Paramena and Pahora is correct. My conversation with Pahora was with a view of calling him as a witness, but I did not tell him so. I asked him, Suppose you were asked this before the Court, should you be afraid to say so? He represented himself as very brave, and would show he was not afraid of Karaitiana. We did ride part of the way together, Paramena, Pahora, and I. It was then I asked them how it was that Karaitiana and Henare acted as if they were the sole owners of the block. Paramena said it was in consequence of their victory over Te Hapuku and his party, and by Native custom Henare and Karaitiana had the right to exercise this authority. Tareha's claims and Renata's are on the western end of the block.

Chairman.] Did you ever speak to Henare on his return from Taupo? I have a recollection of his coming to my house, but I do not recollect anything definite said about Heretaunga except what was often taking place. He had got into the habit of requesting advances from me, saying, You will get it all again when Heretaunga is sold.

As to Value.] The block, when we purchased it, was in a very rough state. My land was the best, as I had burnt and drained it. What proportion was swamp? The river, in the flood of 1870, took to the bed of the Waitio. It had not been going that way since the earthquake of 1868. The last flood previous to the sale came all over my land, and drowned 1,200 of my sheep. All the land by Havelock between the river and the lake above was a swamp. It has cost me £1,500 to drain this land. Not more than one-third of the whole block was available for a sheep run when we first occupied it; 1,000 acres of sand and shingle are excluded from the purchase. The Karamu Reserve takes in 1,600 acres of the best land. I sold the goodwill of the lease of some portions. The purchasers were to give me £3 an acre, to be taken out in ploughing. I was to pay the rest; to guarantee their outlay for improvements; and, so far as I was entitled, to charge it against the Maori landlords under the improvement clause; and if we became possessed of the freehold, I was to sell at the same price I gave for it. The land is the very pick of the block. In Sam Roe's block there are twenty acres of inferior land he was not to pay anything for. About 600 acres have been disposed of by me on these terms. The small farmers say that grain crops have not paid them, and they are laying it down in grass. The land is better suited for grazing than crops; it is a sandy loam. Are you prepared to state what Mr. Stuart offered to give for the land? £12,000. I have a letter here in Mr. Stuart's handwriting. Was any other person authorized to negotiate for the purchase? I was the only person empowered to negotiate; I never asked any one to negotiate for me. Mr. P. Russell, some months after the legal lease, sold his share at about £1 an acre to Captain William Russell. It was necessary to Captain Russell to buy this, as his double share, 2,460 acres, was nearly all swamp. He could not find dry ground for a residence. I should say two-thirds of the block was swamp, gravel, and rough fern and tutu. There were 1,500 to 2,000 acres of light sandy and gravelly soil, and I should say in 1869 about 4,000 acres of swamp, before I commenced draining. I have spent nearly £12,000 for improvements, and the others in like proportion. My share is nearly a third of the block. The block was divided into twelve shares; hence the sobriquet of "the twelve Apostles." Mr. Tiffen's evidence was a very fair valuation—£3 an acre, free of lease, a good title, and cut up into small blocks. But the poor land and the swampy land would never have sold at all in small blocks. I was the principal valuer of the Papakura and Hikutoto sections for the purchasers. Land in Hikutoto Block is now worth £20 an acre and upwards; and in 1869 it was worth about £3 10s. In the Papakura Block, land adjoining McHardy's was sold for £5 per acre. Some of the sections further off were valued at £4 per acre. They were all in English grass when sold by the Provincial Government. I consider the flood of 1870, by sending the river the other way, more than doubled the value of my property—I may say trebled it. Even now, in a flood, the water comes down in the old direction. I sold land in 1870 adjoining the Karamu at £5 per acre—£2 down, and the balance by deferred payments carrying interest at 8 per cent. At this time they were asking £15 and £20 an acre in the Hikutoto Block.

Thomas Tanner sworn.

As regards the purchase from Mr. Tollemache of Mr. Tiffen's property, about thirty-five miles from Napier, it was stated he paid 30s. per acre? That is correct, but the payment was deferred for ten years, at 3 per cent. interest. Mr. Tollemache said it would have paid him better to have sold it at 10s. per acre at 10 per cent. interest. The purchase money, at the lower interest, was only equivalent to about 9s. an acre.

Mr. Sheehan.] Your connection with the land commenced in 1869? Yes. How long had you been in the country then? Ten years or more. Had you had much to do with Natives before this? I had seen a good deal of them on the West Coast, and had learnt their language there. Had you any European with you when you undertook the lease from the Natives? No one; they took me by surprise when they asked me to take it. I cannot be sure that any one had joined me when I got the first lease. Do you recollect what took place at the signing of the lease? Mr. S. Williams was at

Heretaunga.
Complaint No. 1
—*continued.*

Pakowhai on the Tuesday; and Karaitiana asked him to be present on the Monday. I did not hear the request made. Mr. Williams told me of it. He was then just looking on, chatting with the various old Natives; not taking any part. Before the signing of the lease, did no conversation take place between you and Mr. Williams, in regard to his taking part in the lease for himself or Mr. J. N. Williams? My impression is, no such conversation had taken place. Mr. S. Williams took no part in the proceedings or the signing of the lease? No. How long after that was it that Mr. S. Williams and yourself came to an understanding? I cannot tell that. Where did it take place? In town. How did it come about? Before speaking to Mr. Williams I had offered to Captain A. H. Russell to join me, the rent being more than I could pay. My impression is, it was when some rent was due. Captain Russell said he would like it, but he did not feel disposed at that time to take it. I then met Mr. S. Williams, told him of my difficulty and asked him if he knew any one who would like to join me in the matter. I told him I had offered it to Captain Russell, and I understood him to decline. Mr. Williams said, You had better give him another chance, and then give me the next refusal, as I should be glad to give it to a relative. On Captain Russell's again declining, I offered it to Mr S. Williams, and he agreed to join me to assist in paying the rent. Again I ask, Was not that before the signing of the lease? I should think not; I cannot state positively. How long was it after you had agreed to take the land? I cannot say. Did you understand Mr. S. Williams himself was to have a share in the block? I did not know; he spoke of his brother-in-law, Mr. James Williams. Was Mr. James Williams absent from the Province at that time? I cannot say; I think he was at the Kereru (an inland run) at that time. Somewhere about that time he was not in the Province? I know he was away in England about twelve months. When I agreed Mr. S. Williams should be a co-lessee, I think Mr. J. Williams was at the Kereru. Was it with Mr. S. Williams you had to do subsequently? He found the proportion of rent during Mr. J. Williams's absence in England. You did, I believe, undertake to act as a parent or guardian to the Natives? Most certainly not. Henare told me I was to be his *matua;* and I quite understood that he meant I was to keep my purse-strings open on his demand. I laughed at his request. I had been eight years in the Province at the time. You did not decline the proposed honor? I did not consider it necessary to enter into any discussion on the subject. I say that the Natives demanded it, and I laughed at the request. Practically, however, you accepted the position? I did make advances to them; I should say I acceded to about one-tenth of their demands. Do you remember Henare Tomoana demanded two guns and a horse when he signed the lease? I did not give a gun; I sold him one, having a permit; and I believe I gave him a colt a long time after the signing the Maori lease. You cannot say you undertook the lease by yourself? I undertook it single-handed. I cannot say I was alone when the Maori lease was signed. Mr. Williams first joined me for his brother, Mr. James Williams; the next was Captain Hamilton Russell; afterwards Mr. Ormond, Mr. Brathwaite, and Mr. P. Russell. About what time did the division into half-shares take place? I cannot remember the time, I know the circumstances. I believe the whole idea was my own. How long after the admission of Mr. S. Williams and Captain Russell did the others come in? They were admitted some months after. It was a friendly action on your part? Entirely. Mr. Brathwaite, the manager of the Union Bank of Australia, was a particular friend of mine. Mr. Purvis Russell had rendered me a service while I was in England; and Mr. Ormond wrote me a letter, hearing that I had divided the land, saying he should be glad to take a share. Mr. Ormond and Mr. Purvis Russell were members of the Provincial Executive? Mr. Ormond was; not, I think, Mr. Russell. Was there any opposition to the admission of these three? No; I simply said I wished it, and the others acquiesced. I told Karaitiana of it, and he required an increase of rent of £100 a year. I told the gentlemen this, and they agreed to pay it amongst them. This made the rent £700 per annum. What arrangement made the rent £700 a year? The giving up the pig swamp added £200 a year, making £900 a year, and at which it remained till the legal lease was executed. When Mr. Samuel Williams came in, what was the extent of his interest? I had selected about 6,000 acres, something over; my boundary being the old horse track from Pakowhai to the Willow Pa; and I left the remainder undivided to Mr. Samuel Williams and Captain Russell. As Captain Russell did not come in for some time after, what interest did Mr. Samuel Williams have? I took my share, and left him the remainder of the block. When Captain Russell came in, was it at your instance? I arranged it with Mr. Williams. It did not alter my boundary. He shared with Mr. Williams. When Mr. Ormond and the others came in did you arrange the divisions? Mr. P. Russell and Ormond came on Mr. Williams'; Mr. Brathwaite came on my share. I gave up 1,200 acres as one-twelfth share. Ultimately four shares were laid off within my old boundary, of which I took three; and the former allotments of Mr. S. Williams and Captain H. Russell were divided into eight shares: I took three, Mr. James Williams two, Captain Russell two, Captain Gordon two, Mr. Ormond one, Mr. Purvis Russell one, and Mr. Brathwaite one. You took a friendly interest in putting the land through the Court? Yes. Your Maori lease had been signed by a considerable number of Natives? Yes. Why did you concern yourself so much in reference to the names of the persons who should go into the grant? I only asked Karaitiana and Henare to allow the full number of names to go into the grant. I desired the land should go through the Court in order to get a legal lease. Karaitiana had opposed the land going through the Court. If anything, I should think it was against my interest to increase the number of grantees. Mr. Samuel Williams also spoke to me, and suggested that I should advise the Natives to ask for the full limit allowed in the Act, of ten names. Did you yourself name any persons to go in the grant? I think not; I may have named Tareha, but none of the others.

Chairman.] Was Tareha a party to the Maori lease? I believe so.

Mr. Sheehan.] Did you mention the names of Paramena or Pahora as grantees? No; I did not know of their existence. You were present when the land went through the Court? Yes. Did you hear any application made to the Court to make the block inalienable? I did not; I have a distinct recollection of the statement of the Court, that one grantee could not sell without the consent of the rest.

Mr. Commissioner Maning.] What was Karaitiana's question? The question was, If I consent to the admission of other names in the Crown grant with me, can they deal with the block by sale or lease? The answer was, No; not without the consent of all the grantees. At this time was there

Heretaunga.
Complaint No. 1 —*continued.*

any understanding as to the legal lease? That was after. Where were the negotiations for the legal lease carried on? I do not remember; it may have been at Pakowhai in Napier. The rent was increased from £900 to £1250 for the first ten years, and £1750 for the last eleven years of the twenty-one years term. When did you first take any action towards acquiring the freehold of the Heretaunga Block? I can hardly say. At the time you obtained the legal lease had you any intention of acquiring the freehold? Not the slightest. I did contemplate the probability of purchasing the freehold at some time. Have you never said that the effect of your improvement clause would be to improve the Natives out of the Crown grant? Never that I know of. I saw the land was no use without the improvements, and I intended to secure our reimbursement. What was not swamp and gravel was tutu and toitoi; the swamps were flax and raupo. Do you recollect speaking to Mr. Wilson about the time his scheme for purchasing (termed the Utopian) was propounded? I do not remember; I had forgotten all about it till he produced the draft. Was not that scheme, good or bad, made in consequence of your speaking to Mr. Wilson on the subject? If Mr. Wilson says it was drawn at my suggestion, I suppose it is correct. You recollect Mr. Wilson showing the scheme to you? I have some indistinct recollection; but when the block was broken into by Waka's sale, I dismissed the idea—I saw it was impracticable. I was quite content with my lease till Waka sold to Parker—supposing that a single grantee could not dispose of his share. Was that the first instance in which you heard of a single grantee disposing of his interest? I believe so. That was the first case in which I learnt that the thing could be done. As to the origin of Mr. Wilson's scheme (the draft is dated March, 1869), it was about that time there was some talk amongst the Natives of the probability of the Heretaunga being sold, and it is very likely I did ask Mr. Wilson, who was then my solicitor, to consider the best means, if the Natives determined to dispose of it. When Mr. Wilson showed you his idea you rejected it? Not at all. You did not act upon it? I had no opportunity. What opinion did you express when it was shown to you? I should think I approved of it; afterwards circumstances altered my opinion of it—Waka selling to Parker. The conveyance to Parker is dated 29th December, 1868; but my knowledge of it was subsequent. When did you get the notice from Parker? I should say very shortly after I saw that scheme. I think Parker sent his demand for the rent. I then went to Mr. Wilson about it. The first dealing you had was with Tareha? Yes. Was the arrangement made for your going to Wellington at the time Maney spoke to you? I think two or three days after. Was the arrangement reduced to writing? I do not think so; there was not much involved. What was agreed between you and Maney? It was agreed, if he succeeded in getting Tareha's share, I was to have the first refusal, and if I bought it I would pay their expenses, they paying mine if the sale did not take place. If I did not accede to their terms they were to pay my expenses. Do you recollect the visit of Karaitiana and Henare to meet the Duke of Edinburgh at Wellington? I know nothing of it. Do you recollect seeing Henare before he went to Wellington, when he informed you of some overture made by Stuart for the purchase of Heretaunga? I cannot say I recollect such a covenant. Do you recollect Karaitiana and Henare going to Wellington in company with Stuart? No. Did you communicate with McLean, informing him of the fact that overtures had been made by Stuart for the purchase of Heretaunga? I remember no such communication, and it is highly improbable that I made such, because Mr. McLean had no interest in it. But you will not swear that such may not have taken place? No, I will not. You had regular business agreements in Wellington, had you not? Yes; I did not apply to my agents, because they were very strict at the time, and would only advance for station expenses. I cannot say I recollect whether I telegraphed or wrote to Mr. McLean. Henare had applied to me for some definite sum, and I requested Mr. McLean to give it him. The land was mortgaged at this time? Neal's mortgage was given long before this, about six months after the Crown grant was issued. What was the debt incurred for? Tea, sugar, tobacco (they had £70 worth at a time), ploughs, horses, clothes; also £400 for the building of the Maori Club House, and about £250 for their proportion of the cost of fencing the Karamu Reserve. Any spirits? None, as far as I knew. Or suspected? Or suspected. The debt, then, was to you in the first instance? Yes, in part to pay me, and to pay for the Club and some storekeepers' bills I had not paid. Did you not ask Mr. Wilson to get the £1,500 advanced on security of the block? I do not recollect that I did. How many days were you in Wellington before a bargain was made with Tareha? I think it was within a week. Had you seen any persons who were with you in the lease meantime? Yes; I had a conversation with Mr. Ormond and Mr. Samuel Williams; Mr. Ormond was just going into the House of Representatives. Was that meeting accidental? I think so. Before that you had not seen Mr. Ormond? I do not know that I had. What passed at this meeting with Mr. Ormond and Mr. S. Williams? Something to this effect: that it would be better to advise Tareha not to dispose of his interest in Wellington. I cannot recollect whether Mr. Ormond asked me to see Mr. McLean. I do not think he did. Mr. Ormond was aware of my arrangement with Maney and Peacock. I told him they had come down to buy Tareha's share, and I was to have the first refusal, and it was on that Mr. Ormond made that remark. Possibly but for this accidental meeting you might not have mentioned the matter at all to them? Very likely I should have concluded the transaction without consulting them. Most decidedly I should. I have no recollection of having referred to them again in the matter. Did you concur with them in thinking that it was better Tareha should not sell in Wellington? I certainly did. When you agreed to purchase, how much of the money did you pay there? About £500. Who found the money? My agent. No part was advanced by the other lessees, Mr. Williams and Mr. Ormond. No; I think Captain Russell found £150. When was the balance to be paid? On Maney getting the signatures of the rest of the tribe. The lessees joined me in the purchase, and Mr. Richardson paid the money for Mr. Ormond. Was not an order given by Mr. Ormond or Mr. George Richardson? I do not remember. Did you not communicate with Mr. Ormond or Mr. S. Williams before leaving? I have no recollection. Did not you advise Tareha not to sell till he got back? I did not. I did not know where he was to be found. Was he not a member of the House; could you not easily have found him? I never saw him in the House. I cannot say if I could have found him easily. What time was it when Mr. Maney came to your hotel? After breakfast. You accompanied Maney and Peacock back to their hotel? No; I told them I

Heretaunga.
Complaint No. 1
—*continued.*

would follow them subsequently. Did anything else take place in regard to this matter with Mr. Maney? Mr. Maney has said he showed me some cheques; I have no recollection of the circumstance. He told me that he had given £1,500, and he did not wish a profit. I could have it at the same price. I said it was too much. I also told him that I must see Tareha myself, and ascertain his consent. How long after that did you follow them to their hotel? I do not remember. After you asked Tareha the questions mentioned in your examination in chief, what next took place? I requested his authority to pay Maney and Peacock the £1,500. I told Maney and Peacock I should prefer a conveyance from Tareha direct, and I instructed Messrs. Brandon and Quick to prepare it. That is the deed produced in Court? Yes. Before the acquisition of Tareha's share, was there any understanding with your co-lessees as to the purchase of the freehold? There had been no meeting. I may have spoken on the subject to one or two of the other lessees. There is nothing that forces itself upon my recollection. When the proposition was made by Maney and Peacock, did you consult any of your colleagues? I do not think so; I very seldom saw them. Did you intimate to Messrs. Ormond and Williams your intention to buy Tareha's share? I told them I came down on purpose to buy. Had you any grounds for believing that what you did would be acquiesced in? I had a general belief that what I did in the matter they would approve—that they had confidence in me. You had reason to believe they were anxious to extinguish the Native title? I embraced the opportunity of buying Tareha's share in self-protection. I call it self-protection, because if the other grantees were disposed to sell, I know we might have considerable trouble to secure the share if any one else had acquired it. A European speculator could make us pay far more than its value. When you saw Tareha, did he say nothing about being desirous of waiting till he got back? I asked him if he was willing to sell, and he said his Pakeha friends were desirous of getting the money, and his tribe would acquiesce; he had given up his wish to delay the sale. Did you hear anything about how the money was to be divided? No, there was no discussion of the sort took place. Did your conversation take place in presence of the others? I think Mr. Hamlin and I saw Tareha by ourselves. Mr. Maney said he was perfectly willing that I should see him alone. Nothing whatever was said about moneys to be payable after the sale; the only discussion about money matters was my requesting he should give me an order to pay the £1,500. Did he ask you for any money? No. Did he tell you Maney and Peacock had agreed to let him have a portion of the purchase money? No. Did you see him after the deed was signed? I have no recollection of seeing him afterwards. What was the arrangement for the balance of the purchase money? That when the sub-claimants signed the deed, Maney and Peacock should have the balance of the purchase money. How was it expressed, verbally or in writing? Verbally, most likely. How long did you remain in Wellington after the purchase? Possibly a week. How long after your return was it when you next saw Maney and Peacock? I cannot say. How were they paid the balance? I believe I paid them myself. Did you know Martyn Hamlin was to accompany Maney and Peacock? Very likely. Was it understood that Mr. Hamlin's expenses were to be included in the arrangement? I believe they were paid by Maney and Peacock; they were certainly not paid by me. At that time had the arrangements been set on for the retainer of them by the lessees? I should say it was after that we retained them. Was that arrangement on foot at the time of your first contract for the purchase of Pahora's share? I cannot recollect. Where was the arrangement made? I have an indistinct recollection it was made with Mr. F. E. Hamlin at an accidental meeting on horseback, on the road to Clive. I think £100 was the sum first named. I think £100 was mentioned as it was likely to be a troublesome matter. You heard the evidence of the Messrs. Hamlin as to the sum they were to get if successful: Will you undertake to say that is incorrect? It is not my recollection of the matter that their pay was to depend on their success. I depended upon myself, and only needed them as instruments. It may be that I told them if I succeeded in purchasing the whole block they were to have £300. They only acted as interpreters. You mention Mr. E. Hamlin's informing you of a proposal made to him by Mr. Stuart? Yes. This £300 arrangement was on foot, I suppose, at the time? Not until after he had given me this intelligence. Do you recollect when the agreement with the Hamlins was varied as to the price? No, I cannot recollect a single circumstance of the new arrangement. I had forgotten it till I heard the Hamlins mention it in Court. Might the arrangement have been made with any other person than yourself? I do not think so. Did you hear whether any person was acting for Mr. Stuart as interpreter or negotiator? I do not remember. Have you any remembrance of Mr. Grindell having negotiated for Mr. Stuart? I recollect quite well that Grindell made an offer to Pahora on Stuart's behalf. I am speaking of a general engagement to buy the block. You afterwards saw Mr. Grindell and engaged his services. Yes. What were the terms of the arrangement with Mr. Grindell? That if he did nothing to prejudice my purchase of the Heretaunga Block, I would give him £50. I looked upon it as a retaining fee, to prevent his entering into negotiations for any one else. You were aware of his visit to Pakipaki, and the conversation there? Yes. You then went to Mr. Grindell and engaged him on your own behalf? No, not for some time after. How long? I do not remember; it might have been three months after. I went to Grindell. He said he was not engaged by Stuart, and he did not intend to do anything more in the matter. You have since paid Mr. Grindell? I should think so, long ago; though I have no distinct recollection. Mr. Grindell was only retained by you to remain inactive? Yes, but not to prevent his acting as a licensed interpreter. I was anxious that no one else should. Did he never act for you as a negotiator or interpreter? No, never, to the best of my recollection. After the promise of £50 to him, he in my presence acted as interpreter at the conveyance of Arihi's share to Messrs. Henry Russell and James Watt. Being a conscientious man, he refused to do so till I came up. Mr. Purvis Russell said he had refused till he got my consent, as he considered he was retained by me. Mr. Purvis Russell asked my opinion of an interpreter's duties. I said I believed an interpreter was bound to interpret a deed for any one who applied to him, and that my fee was only to prevent Mr. Grindell acting as negotiator. Will you swear you never employed Mr. Grindell as a negotiator in this block? I have an idea I asked him to write to some one. (Letter dated 24th December, 1869, Grindell to Arihi, produced.) I have an idea that Grindell wrote this letter, as he wished to do something for his money. I think that was all. [A coaxing letter, telling her she ought to take £1,500 for her share.] Do you know Mr. George Worgan? Yes; by sight. Was not he also employed by you about this business? He was not.

Heretaunga.

Complaint No. 1 —*continued.*

Will you swear he was not? I will, most positively. He was never employed by me as to this block, or in any other matter; I have not spoken to him for years. Was he ever employed by any of the other lessees? Not to my knowledge. Was he employed by any person employed by you? Not with my knowledge, and if so employed, without my consent. Why did you consider it necessary to retain Mr. Grindell? Because he had been engaged by Mr. Stuart, and only by accident missed acquiring a share. I thought he might be more successful another time. You had heard from Mr. E. Hamlin of the offer made him by Mr. Stuart; when was that? I cannot remember. Was there any engagement on foot with Messrs. Hamlin at the time you acquired Pahora's share? I do not remember. From whom did you ascertain Pahora was in town? From Mr. James Williams. From whom had you heard of these overtures of Grindell's to obtain Pahora's share? From Mr. Grindell himself—some time afterwards. Was it not after your engagement with Grindell you heard of the previous attempt to buy Pahora's share? I cannot tell whether it was before or after. Who was the interpreter you had at the time you saw Pahora? One of the Messrs. Hamlin. Did you pay them any fees for that? No; I never paid them till I paid the lump sum, which I paid in instalments. Were you present when the deed was signed by Pahora? I cannot remember. Do you recollect what took place when you met him? I asked him if it was true he had offered his share for sale. He said something to the effect that as Tareha and Waka had sold their shares, he did not see why he should retain his share; and I offered him £750. That is all that took place. I then instructed some one to prepare the conveyance—I think it was Mr. Cuff. Did you see any interpreter about the deed? I should say so. What instructions did you give the interpreter? I cannot recollect. Were the instructions you gave Mr. Cuff that it should be simply a conveyance of Pahora's share for £750? I cannot recollect. Did anything take place between you and Pahora about keeping back the money for his share? I think that Rota, Pateriki, and some others asked me not to pay the money to Pahora till the others had signed. Do you not recollect whether Pahora undertook to get the others to sign the confirmation? My impression is, I told Pahora to bring in his people on a day named, when the deed would be ready for signature. Did you not pay them some money? I gave something to him and something to his people the day the deed was signed; but I am not clear about it. Was not the deed signed by Pahora on one day, and by the others on the next day? I do not think so. Had you any talk with Mr. Samuel Williams about the deeds of trust? I cannot say I had. Did Mr. Samuel Williams see Mr. Wilson? I have an indistinct recollection he did. Were you aware he (Mr. Samuel Williams) was the bearer of a message to the Natives that the deeds were coming up? I have no recollection. Had you anything to do with the discussion with the Natives as to the desirability of their tying up their property? I do not think I had. Were the instructions given by you, or by Mr. Samuel Williams? By me; Mr. Williams would never do anything of the sort. I had everything to do with the block; and the declarations of trust would be a bar to my acquiring the interests as well as to others. What did you do in consequence of hearing of the transaction of Waka with Parker? I went to Mr. Wilson and asked his opinion. To see if the transaction was legal? Yes. Did you do nothing further then? No. How long after did you see Mr. Wilson about taking action in the matter? I do not remember. Why did you wish to set it aside? Because it was an improper transaction. Any other reason—anything in the nature of "protection"? Had the deed been a legal one, I should have taken steps to deal with Parker. Mr. Wilson was of opinion that it was an improper one. Did you request Mr. Wilson to proceed in the matter? I think not; I think he did it of his own accord, and he sent for Waka. Proceedings were commenced? I believe so. What was the first step taken as to a settlement? Mr. Parker coming to me. What did he come about? He said he had no intention of pursuing a lawsuit, but all he wanted was his advances to Waka repaid; and offered to hand over his position on this condition. Did you see Waka? I did, but cannot say when. What was the next step? Asking him if he was willing to agree to the arrangement, and his people also. He said he was. The result was, you did take Parker's position, subject to the agreement with Waka? Yes. Did you then see Mr. Wilson? Yes. I told him the proposal, and he refused to have anything to do with it. I do not think he heard me out; I believe he stopped me before I finished. I sent Mr. Cuff to him, finding I could do nothing, and he was also rebuffed. I then asked him a third time, in the front of these buildings, telling him if he did not acquiesce in the arrangement I should act without him, as Parker declared he would sell to Stuart. Mr. Wilson shouted out I could do as I liked. What was the arrangement about the costs of the suit Waka *v.* Parker? I am not aware. Will you swear you did not tell Mr. Wilson the costs of the suit were to be paid out of the £1,000? I do not remember. Why did you go to Waka before you went to his solicitor? I cannot say positively that I saw Mr. Wilson before I saw Waka; I should think I did. Finding Mr. Wilson would not consent, you took Waka in hand yourself? I went to Mr. Cuff. Mr. Lee was employed to move to dismiss the suit? Yes; Mr. Lee was Waka's solicitor then.

Thomas Tanner—Cross-examination continued.

Mr. Sheehan.] Who negotiated the arrangement with Waka? I was the prime arranger of the whole. I left it with Messrs. Cuff and Lee to say whether it was a good arrangement for Waka. In arranging with Waka, had you any conversation with him about the price? I mentioned the price to him. I did not know his debts would take the whole £1,000. I explained to him I would give him £1,000, and re-convey the other lands to him. He did not know the whole £1,000 would be required to pay his debts; nor did I. Was no higher price asked by Te Waka? Never; he did not ask a price at all: I made him the offer. Do I understand you to say, that no other sum was named between Te Waka and you than the £1,000? No other sum was named. I suppose you did not give Waka to understand that he would have to pay Parker's costs in the action? I knew nothing about that. Was there any statement of the terms in Wellington? Not that I recollect. Who was advising you as to the steps you were taking? Mr. Cuff. Mr. Wilson was, till he refused to be a party to it. Was Mr. Lee retained by you in any way? No. Did you see Mr. Lee in reference to this matter? It was Waka who went to him. Mr. Lee acted in Waka's behalf. Was any thing said about Mr. Lee's fees? I made no arrangement about them.

Heretaunga.
Complaint No. 1
—*continued.*

At this point Mr. Hare, Registrar of the Supreme Court at Napier, attended, with his minute-book. He referred to an entry Waka *v.* Parker, 24th November, 1869, from which it appeared that "Mr. Lee, on behalf of plaintiff, applied that the order granted on the 13th May last, appointing the Deputy Registrar receiver, be rescinded.

"Order to rescind appointment of receiver and enter discontinuance, on security being entered into for Mr. Wilson's costs.—(Signed) A. J. JOHNSTON."

Mr. Hare further stated, that no order appeared to have been drawn up on his minute. The entry cited is the only entry on the subject. Witness was not Registrar at the time.

Mr. F. E. Hamlin's affidavit, sworn 20th November, 1869, with notice in Maori to Mr. Wilson, annexed, was also produced by Mr. Hare. The notice appeared to have been signed by Te Waka.

Thomas Tanner—Cross-examination resumed.

Mr. Sheehan.] Have you had any conversation with Waka since? Frequently; it has always been in reference to the rent he said Mr. Wilson stole from him. Has he never reminded you of the conversation in which (as he alleges) you promised him a pile of notes as high as this (two feet high or more)? No; never. You have some indistinct recollection of such a scale of measurement having been adopted? I have; but not in reference to this transaction. I remember his asking me what such a sum of money (which he mentioned) would amount to in notes, and I told him, laughingly, that it would be a pile—so high. Can you recollect what part of the money went for legal expenses? I should say Mr. Lee's costs were about £100; but I have no idea what it was for. I never heard, and never asked, and Waka never raised any objection to that amount. The accounts he disputed were some of the shopkeepers'. The totals, he said, were too much; he never disputed the items. In whose hands were the vouchers left? In Mr. Cuff's. In your account there is an item of £15,000, what was it for? For the reconveyance to Waka of the other blocks included in Parker's conveyance. Was not part of it for going through the accounts? Yes; but there were several allowances on Waka's going through the accounts. Then Mr. Cuff was doing work for Waka, looking to you for payment. His account is, "*Dr.* to Lessees of Heretaunga"? It appears so. You do not recollect Henare Tomoana telling you overtures had been made by Stuart to himself, and that you recommended him not to deal with Stuart? I do not. Do you remember when you first broached the subject to Henare of the sale of Heretaunga? I cannot remember. Do you recollect when you first heard of Henare and the other grantees getting into debt? At the date of Neal's mortgage they were heavily in debt, and after the mortgage they began again getting into debt, to myself and others. Did you make inquiry into the amount of Henare's, Karaitiana's, and Manaena's debts just before you opened negotiations at Pakowhai? No; I had no idea till we were on the floor of the amount of their liabilities. Had you never spoken to Mr. Sutton before the Pakowhai business? I never knew the amount of Henare's debts to Sutton till I heard of the judgment, and that was the only debt I was aware of. Had you spoken to Henare after his returning from Taupo in reference to his selling Heretaunga, before you received the message to go out to Pakowhai, leading you to expect such a message? Yes; when Henare came back from Taupo, I had no doubt Heretaunga would be sold. He had no hesitation about it, and frequently got sums of money from me, saying that I knew Heretaunga was going to be sold, and I should be able to pay myself out of the moneys to be received. He always gave me to understand it was not him but Karaitiana who was hesitating about the sale. From what Henare said, I knew that it rested entirely with Karaitiana, though I knew Henare was a much larger owner than Karaitiana; yet he always played second fiddle, and would never act on his own responsibility. Did you know who were the Europeans who were pressing Karaitiana at the time you met him at the toll-gate? I heard Knowles was one. How had you heard? From himself. Had not application been made by Knowles and other tradesmen to yourself to pay the whole or part of their claims out of the rent? No. How long would it be before you were sent for to Pakowhai after seeing Karaitiana at the toll-gate? I could not say; something within a week. What was the message? That I was to go out next morning. I asked the youth if he had seen Hamlin, and he said he had told him too. What time in the day did you reach Pakowhai? Some time before dinner. And what time did you leave? Some time before dark. You have no recollection about the time? Perhaps 4 or 5 o'clock; it might have been two hours later. How long were you at Pakowhai? Between two and four hours. How far had the business advanced by the end of the first day? I could not tell; the subject had been broached. One of the subjects was the visit of Noa, Paramena, and Pahora, and that they had agreed to leave the matter in Karaitiana's hands. You said Karaitiana and Henare were present on the first day. Yes; there were others present as well. Was anything said about the desirability of limiting the discussion to yourself, Henare, and Karaitiana? I recollect, I think, Henare giving Manaena a hint in some way to retire—an indistinct recollection; it may have been on the third day. Do you recollect whether the Karamu Reserve was mentioned on the first day. I rather think it was on the second day; I remember what the nature of the discussion was. By whom was the subject introduced? I think by myself; because I mentioned the reserve must be secured to them, to prevent alienation. I proposed that the whole block should be conveyed to us, that the reserve might be reconveyed to trustees. Karaitiana said he should like himself and Henare to be the trustees. Was it not understood that the properties in the reserve were to be limited? It was not mentioned at the time. Was it not understood the reserve was to be reconveyed to Henare and Karaitiana? Without restriction? Yes? Most positively not; it was to be conveyed to them in trust for all the persons interested in the block—except Te Waka and Tareha, whose interests we had purchased. Is Mr. Hamlin's account of this matter correct? Substantially correct; it is not so detailed as mine, as he was only a mouthpiece. Did not Karaitiana and Henare ask for more than 1,700 acres? It was 1,600 acres, and they never asked for more. Can you recollect the conversation in which it was settled about the reserve? No; the arrangement was that Henare and Karaitiana should be the trustees, in order that the parties interested should not be able to dispose of their interests, Karaitiana remarking he would take care of that, as, if they mortgaged or sold the reserve, they could come upon him and expect him to maintain them

Heretaunga.
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Complaint No. 1
—continued.

on his Pakowhai property. I said, I had no objection to their being trustees, and I thought they would make very good trustees for it. Did you not agree to leave the reserve to Karaitiana and Henare to do what they liked with? No, I did not; Henare said, Arihi should not settle there. I said it should be for her trustees to decide. I told Karaitiana and and Henare that all the grantees were entitled to a share in the reserves, except Waka and Tareha. Referring to Mr. Cuff's diary entry—"8th December, 1869. Instructions for conveyance of Heretaunga, deeds of covenant, and conveyance of 100 acres to Henare's son:" Now, I ask you was not the transaction about the 100 acres agreed to at the time of the contract for sale? Most positively not; it was a long time previously, at the time of the exchange. Karaitiana had had the reserve surveyed and divided into 100-acre sections by Mr. Ellison. It was one of these sections that I was to have in exchange. The arrangement was not part of the agreement at Pakowhai. Was not the promise that Henare should have the 100 acres conveyed to his son made at the same time as the other things were promised to him at Pakowhai? I have no recollection of its being mentioned there. At the time of the exchange, Henare said he should put Renata's name on the section. Did not Karaitiana and Henare say they intended to locate their own people on the reserve? What I understood was, that the sub-claimants excluded from the grant, and who had not participated in the sale, were to be located there. I think it would be very unfair if any of the grantees were to claim. When was the arrangement made with Henare and Karaitiana? It was made there and then at Pakowhai. I believe I had spoken of it previously. Had the reserve been subdivided before the agreement of 6th December, 1869? O yes, long before; and I think I paid Mr. Ellison for survey £26. Who were the people who had the different shares? Manaena, Renata (Big Jem), and Reihana had each a share of it. Henare had more or less of an interest in the shares. Was it to maintain that disposition of the land that the reserve was to be handed to Karaitiana? I do not know the reserve was to be in trust for the owners of the block. I thought you said that it was to be for the sub-claimants? That was Karaitiana's idea. What were your instructions to Mr. Cuff? Only to convey the reserve. I supposed that, as a lawyer, he would know what sort of deed to make out. Karaitiana and Henare were to be trustees for all the owners of the block—the then vendors. I thought Karaitiana's arrangement a fair one; but I had nothing to do with it. It was not a part of the arrangement that the deed should be so drawn as to exclude these people. I only gave Mr. Cuff general instructions. In what way did the arrangement about the conveyance to Paneta fall through? Mr. Cuff informed me, that according to the arrangement they were making, it would be unnecessary; that it was a matter entirely optional with Karaitiana and Henare what they should do in these matters. Is that the consent on the part of Tomoana to abandon this stipulation that you referred to? Yes; he has sunk a well upon, and occupies the land as his own. I do not know who is to say him nay. At the time of the agreement at Pakowhai there was an understanding between you and Henare that his 100 acres should be conveyed to his son? Yes. You gave instructions to Mr. Cuff to prepare the conveyance of the block; did you not also instruct him to tender the conveyance to Karaitiana for signature? Yes, I believe I did. Were you not aware before Karaitiana had left for Auckland the second time that application had been made to him by Mr. Cuff and Mr. Hamlin, and that he refused to sign. I was aware. Do you recollect meeting in Wellington Mr. Cuff and Mr. Ormond, with reference to Karaitiana's refusal to sign the conveyance? I do not. I remember my conference with Karaitiana in the library. Do you recollect hearing that Karaitiana was advised by Mr. Beyer, the gunsmith? Yes; I am not sure it was not after Karaitiana returned Mr. Beyer gave him the advice. Are you aware whether Mr. Beyer was applied to with reference to the withdrawal of his opposition? I think Mr. Watt made application to Beyer. At this time Mr. Watt had undertaken to find funds? Yes; It was after his agreement to sell Alice's share to us. What do you know of Mr. Watt's application to Mr. Beyer? I have heard that Mr. Watt offered Beyer something to induce Karaitiana to withdraw his objection to carry out his agreement to sell. From whom did you hear that? I think I heard it from Mr. Watt himself. Was not Mr. Watt in such a position as to be consulted by you? No; Mr. Watt had collected a number of our conditional acceptances on account of Heretaunga from the storekeepers indebted to him. I believe he gave them credit for the amounts. When he heard of this hitch he became anxious on his own account. At the time Karaitiana refused to sign and went to Auckland, had not Mr. Watt undertaken to find money for the purchase? Yes. Will you undertake to say that Mr. Watt was not seen by any of the purchasers with reference to overcoming Karaitiana's reluctance to sign? I will undertake to say nothing of the sort, but I should think it was not likely. Will you swear you yourself had not seen Mr. Watt on the subject? I have no recollection of it. Will you swear that you were not aware beforehand that Mr. Watt was going to see Beyer? I will not swear that I was not, simply because I cannot recollect. Have you never heard from any of the purchasers that they had seen Mr. Watt about it? No, not to my recollection. Will you swear the advisability of seeing Beyer was not a subject of conversation between yourself and other purchasers? Not to my recollection; Mr. Watt would know that best. You were afterwards informed by Mr. Watt that he had seen Beyer? To the best of my recollection, he told me that he should charge us with the £100 which he had agreed to give Beyer. I disputed the claim. Ultimately the amount was not paid. Mr. Watt told me that Beyer refused to receive it. I am not sure that Mr. Watt promised him £100. Mr. Watt told me that he intended to give Beyer £100, but I did not understand that he had promised it. The £100 was to be paid for inducing Karaitiana to carry out his agreement. I believe that the agreement for sale was shown to Beyer, and that he was satisfied thereby that Karaitiana ought not to refuse to sign; and that Beyer so advised Karaitiana, but refused to take any payment. Did you not hear that arrangements had been made with Beyer to induce Karaitiana to sign the conveyance? I did not. From whom did Cuff receive instructions to issue the writ against Karaitiana? From myself; I was determined then that Karaitiana should carry out the arrangement. Did you consult with any of the other purchasers? I may have done so, but I was in the habit of acting on my own responsibility. My instructions to Mr. Cuff were only to use the writ as a last resource. Mr. Cuff was also to be the bearer of a sum of money. How much money did Cuff take? I do not know, nor how the amount was obtained. Did you not instruct Cuff to go out to get Henare's signature after Karaitiana had gone to Auckland? Yes. Was anything said by Henare when asked to sign? He never was asked to sign. I had met Henare

Heretaunga.
Complaint No. 1
—*continued.*

on the previous day in the street. Was anything said by Henare as to signing the first (Waitangi) deed of conveyance in Karaitiana's absence? After he signed, not before. It was about this time that you saw Mr. Sutton about getting Manaena's signature? It was after I returned from Waipukurau. Most probably Mr. Sutton informed me he was going out to Pakowhai. What passed between you and Sutton on the subject? I can only remember the substance. I told Mr. Sutton what I had given Manaena, and that he had afterwards evaded me; and I think the suggestion came from Mr. Sutton that Manaena should have an annuity. He knew that Karaitiana and Henare were to get annuities. He suggested that, in his opinion, what Manaena wanted was something by the year, such as the others were getting. What reply did you make? I said I should be willing to give him something by the year. Have you heard Mr. Sutton's account of the transaction? Yes. Is it correct? Yes. Sutton was authorized by me, I believe, to offer Manaena £50 a year. I presume his account is correct. Mr. Sutton began by saying that he must go out himself to see Manaena about his debt. Manaena was owing him about £600. In the course of conversation which followed he made this suggestion, and it was acted upon. What was he authorized to offer Manaena? The £50 a year. Nothing more? Nothing more. Will you swear you did not tell Mr. Sutton that Manaena's share of the purchase money was £1,000? I have no recollection of telling him so. I did not know what Manaena was going to get. I did not consider I had any right to apportion the purchase money. Karaitiana and Henare made the calculation, but I never gave any of the Natives any assurance that they would get that amount. Next, as to the transactions at Waipukurau: was not a defined sum of £1,500 offered to Alice for her share? Yes; that was offered with Karaitiana's consent. I did say, at Pakowhai, that she would not take the £1,000. I never had any authority to offer to Manaena—that is just the difference. It was an especial authority in Alice's case, she having conveyed her property to trustees, and being regarded as an outsider by Henare and Karaitiana. As to the £1,000 kept in hand for Matiaha's successor; was there a special authority for that? Yes; at Cuff's office. In this apportionment £500 each had been set apart for Pahora and Paramena, and the endeavour to pay them off at that rate signally failed, I think? We never endeavoured to do so. Why did you pay them the £700 afterwards? Because Pahora's conveyance had never been reconveyed, and I saw at a glance that we were liable for the consideration money therein expressed. There was also Paramena's trust deed, which was a blot on our title. I had nothing to do with the division of the £700 between Paramena and Pahora—£400 to Paramena and £300 to Pahora; Mr. Sutton arranged that. As a matter of fact, I was not aware that Karaitiana's and Henare's debts might not swallow up the whole purchase money. Then, if Karaitiana and Henare had applied for the whole purchase money they would have got it? I do not know what I should have done; the case did not arise. I knew that the shares of the others had been absorbed by orders. How could you be safe in accepting such orders if no definite sum had been apportioned as the share of each grantee? No doubt it was running a risk. But Karaitiana and Henare were aware of what I was doing, and assented to it. As to Paramena's signature at Mr. Coleman's? I have no distinct recollection of the interview with Paramena, or the signing by him of the first (Waitangi) deed of conveyance. Do you mean to say you were not present at the interpretation of the deed? Not that I recollect. Nor at the explanation? Not that I recollect. Nor at the signing? Not that I recollect. [On his former evidence being referred to, witness said]—I recollect some short explanation of the deed being given by Mr. Hamlin; a very short discussion, in which Mr. Hamlin told Paramena that Henare had signed the deed. There was no discussion in my presence as to the amount Paramena was to receive. I said in my former evidence (See *ante*), that Mr. Hamlin explained the deed, and that Paramena signed it, possibly because Mr. Hamlin told me so. I should take his word for it. I daresay Mr. Hamlin is correct in saying that he told Paramena that Karaitiana and Henare had signed an agreement, and that Henare had signed the deed of conveyance. Whilst Karaitiana (on his return from Auckland) was remaining *pouri* out of Napier, had you any consultation with your partners as to the steps to be taken? Not that I recollect. Why did you send money out with the writ? I suppose to give Mr. Cuff a chance of using the softer method. I had forgotten the circumstance until Mr. Cuff's evidence reminded me of it. My impression is that it was a portion on account. As to the first meeting, at Mr. Cuff's office: what Natives were present on the first day? I could not say. My impression is that they were all there, but I have not a distinct recollection. Have you a distinct recollection of what you did on the first day? No, I have not. According to your indistinct recollection, what did you do on the first day? I presume look over the orders and accounts—hearing and answering questions: it is more presumption than memory. You believe the whole of the grantees were there? I think so. Who was the interpreter present? That I could not say. [Witness's evidence of what took place on the first day being read. (See *ante*.) Will you undertake to say that that took place on the first day? To the best of my recollection. You submitted to Henare Tomoana an account against him of £781 4s., which was agreed to by him, and deducted from the purchase money? Yes. You kept an account with the Natives? Yes; a very irregular account. All I put down I paid; but I paid a great deal that I never put down. Have you that account? No, I destroyed it. I transferred the gross amounts to a card in my pocket-book. At the time of settlement I made a note on a card. I transferred the amount from the card to a piece of paper. What has become of that? It has been destroyed amongst the rubbish, I suppose. Was it before that copy disappeared that you made the newer—(third)—copy? I cannot say whether it was before or after, but I recollected the totals. Then the entries in the account which you now put into Court are from memory? Quite so. As to the particulars of the sum of £781 4s.: There are seven cheques debited to Henare; what reason have you for saying they were payments to him? They were cheques in his name. Had you never received any money on account from Henare? Not within that period. What data had you for taking the payment to Boylan—£6 10s.—for Staples, as the commencement of the account? Because I had no account with Henare between the date of Neil's mortgage and that date—8th February, 1868. Do you feel fully justified in stating from memory that the account commences there? I do.

On the cross-examination being resumed, the witness desired to correct a statement as to his presence when Paramena signed the first deed of conveyance. It was his impression that he had been

Heretaunga.

Complaint No. 1 —*continued.*

present at the interpretation and explanation of the deed to Paramena by Mr. Hamlin, and at the signing by Paramena; but he was unable to swear to their circumstances.

Mr. Sheehan.] As to the balance, £781 4s., was that explained to Henare on the first day at Cuff's? I could not swear whether it was on the first or second day that the account was submitted to Henare. To the best of my recollection it was on the first. Henare made no objection, except by saying that he did not think it had come to so much; and he has never made any objection since. Will you swear that the exact amount of the account gone into with Henare was £781 4s.? I will. I do not know that he took away the account, for he was in the habit of refusing to take vouchers from me. Will you swear that the item, "Mr. McLean, Wellington, £30," was an item in the account? I will not. I will not swear to any of the items; I will swear to the totals. Will you swear you repaid Mr. McLean £30, and Mr. Ormond £25? Yes. If the items were not included in my account with Henare, they ought to have been. Why do you charge both items to Henare Tomoana? Because Henare asked for the amounts. I could not say whether the payments were for Henare only, or for Henare and Karaitiana. As to the item, "Newton and Irvine, £194 13s. 5d."? Henare went with me into Newton's shop, and ordered a quantity of goods. The course was, that an invoice was handed to Henare, and I put down the total on my card. In the account made out at the signing at Cuff's, the £194 13s. 5d. would be included as part of the £781 4s; also the items, Boyle, £110; Robinson, £93 5s. I transferred these three large amounts from my card. Will you swear that you have a distinct recollection of writing these three amounts down on your card? Yes, most distinctly. I saw it on the old piece of paper, which was a copy of the card. August 5th, 1869, cash, £5: where did you get the material for inserting that amongst the items supposed to make up the £781 4s.? I cannot tell you how I knew it. This account has been specially made up since this case began? Yes. All the items are taken from memoranda that I have at my house. Most likely it is a cheque. As to the whole of the cheques charged to Henare from November 17th, 1869, to January 6th, 1870, your cheque-book shows that the payment was to Henare? Yes; my bank pass-book shows. As to Karaitiana's account, £307 8s.? I have procured this memorandum from Newton and Irvine, at the Judge's request. Karaitiana, Henare, and Manaena all share in Newton and Irvine's account. My idea is that the total amount of Newton and Irvine's memorandum, £267 8s., was divided between Henare, £194 13s. 5d.; Manaena, £38 10s. 10d.; and Karaitiana, the balance. But there may have been additional items charged from my private account with Newton and Irvine, in which they frequently included goods supplied to Natives. [At this point Mr. Tanner undertook to furnish to the Commissioners such verification, whether documentary or by witnesses, of the supposed items in his account with Henare, amounting to £781 4s., as it was in his power to supply, except the first three large items.] The signature of the final deed of conveyance took place on the second day at Mr. Cuff's? Yes; but without reference to Mr. Cuff's journal I could not have told you. I only recollect the deed being signed. Have you a clear recollection of what took place on the day of signature? Of all the important things. The amounts charged against each were explained, and a general balance arrived at. I recollect no Europeans being present but Mr. James Williams, Mr. Martyn Hamlin, Mr. Cuff, and myself. Whatever took place in reference to accounts, the statements were made either by myself or Mr. James Williams. I think Mr. James Williams produced and explained the orders; or he might have mentioned some, and I others. At that settlement you debited Noa Huke with £1,012 12s. 8d.? I cannot recollect that. As to Manaena Tini, were these amounts, £62 15s. 6d., £594, and £142 4s. 6d.,* produced and shown to him at that settlement? Yes. It would appear that the sum of £1,526 17s. 10d. more that was due was paid over to the Natives, and included in the cheque for £2,387 7s. 3d. taken up by Karaitiana? The discrepancy is accounted for, as to £1,500, by the omission on the part of the purchasers to take credit for Neil's principal money, which ought to have been retained.

The payments included in that settlement of account at Cuff's amounted (including Matiaha's) to £11,220 19 4

Extra payment to Paramena and Pahora	700	0	0
Annuities, set apart	3,000	0	0
Arihi's trustees	2,500	0	0
Tareha's and Waka's shares	2,500	0	0
Total	£19,920	19	4

The sum of £142 4s. 6d., balance of your account with Manaena, is omitted in the first statement made by you? It is; I had not furnished the amount to Mr. James Williams, when he got the first statement made out by Mr. Lyndon. Was the £142 4s. 6d. charged against Manaena at the settlement at Mr. Cuff's? That I cannot recollect; if it was not, it ought to have been. It was explained to Manaena as due by him; whether it was taken into account in striking the balance, I have not a distinct recollection. This was one of the sums on your card? Yes. There were no vouchers for the three sums, £142 4s. 6d., Manaena; £29, Pahora; and £22 17s., Paramena, omitted from your first statement, and appearing in the new? They were paid by me, and have been referred to me by Mr. Watt. You paid Mr. Watt £2,000 bonus for his advance? Yes. And £1,000 premium on Arihi's share? Yes. Net value in all, with the £19,920 19s. 4d., £22,920 19s. 4d.? Yes. Mr. Watt's total advances appear to be £28,000—can you account for the difference of £5,000? Not without the account; there was £1,000 and more for interest. You paid no bonus or gratuity beyond the £300 to the Hamlins? Nothing beyond £50 to Mr. Grindell. There would be a considerable sum to pay as duty under the Native Lands Acts? £1,650 duty I think, at 10 per cent.; I am not quite sure that Mr. Watt found the sum paid for Tareha's share. Then there would be costs payable to Messrs. Cuff and Stedman? About £250, I think; but I cannot recollect. My impression and belief is, that the Native vendors were paid £1,500 in excess, owing to Neil's mortgage not having been taken into account. That suggestion is the result of the investigation you have been

* But see *infra.*

Heretaunga.

Complaint No. 1 —*continued.*

directed by the Court to make? It is; I had never looked at the accounts from the time of the conveyance down to that time. Have you and your fellow-purchasers remained till now in ignorance that you paid such an amount as £1,500 in excess? We knew that we had paid too much; I am under the impression that it is even more than £1,500. Are you quite sure that it was agreed on at Pakowhai, that the amount of Neil's mortgage was to be deducted from the £13,500 purchase money named at Pakowhai? I am quite sure that that £1,500, with the purchase money of Tareha's and Waka's shares made up the £4,000 to be deducted under that agreement. If Neil's mortgage had been deducted, the balance at the final settlement would have been only £800 in round figures—is it not the fact that none of the intending purchasers had the courage to offer Karaitiana only £800 as the balance? It is not the fact; had we known that the balance was only £800, we should have offered it to him. What understanding was there as to Karaitiana's disposal of the balance? Karaitiana and myself had some conversation before the settlement. I only recollect that Karaitiana stated that he did not wish anything said about the division of the money, as he meant to dispose of it himself. I understood that to mean, dispose of it amongst the grantees. Mr. James Williams may have been present, and Henare. I never told the other grantees that Karaitiana had announced his intention to take the balance. You agreed that the balance should be placed on the table in one cheque? I had no agreement about it. Who proposed to retire to the adjoining room at Mr. Cuff's office? It was Henare Tomoana. For what purpose, do you conceive? To talk about the trustees for the Karamu, as Karaitiana and Henare had been objected to; and also to endeavour to get some assistance from Karaitiana to pay off the balance of his debts. He spoke to Mr. James Williams on the subject. So far as I remember, the annuities were not mentioned. I do not think the arrangement to purchase Government annuities had been made when the conveyance was signed. Had you no conversation with Noa Huke after the signing of the deed? None. Will you swear that Noa had no conversation with any of the other Natives? I heard none. Were you surprised when Karaitiana took the cheque? Nothing that Karaitiana did in the way of grabbing would surprise me. It was very shortly after Karaitiana took up the cheque that we went into the inner room. It might have been one minute, or it might have been ten. When you returned, were any of the grantees still waiting in the office? Yes; I do not know what they were waiting for; none of them spoke to me. What was the amount of money which Henare set apart for himself in the apportionment of the purchase money at Pakowhai? Ultimately, £2,000. And the same for Karaitiana? Yes. Did any conversation take place between you about the alteration of that sum before the final settlement? No. The final account shows an appropriation to his account of over £3,000? I had no idea of it till that time; till we got the accounts together, I had no idea he had had so much. I had never taken any memorandum of the amounts of the orders we had guaranteed. Have you never given a different account of your position with respect to Arihi's share to her trustees, from that given here in evidence. (See *ante.*) [Letter produced, Tanner to Purvis Russell, dated 7th December, 1869.] In that letter you say, As regards Arihi, her proportion will be £1,000. Which is correct; the statement made in this letter, or that made before the Commissioners, that Karaitiana and Henare agreed her share should be £1,500? The statement I make now is, that Karaitiana consented to £500 being put on to Arihi's share. The expression in the letter was *finessing* on my part. I was going to buy it for £1,000 if I could, and Karaitiana and Henare would have the advantage of the difference. They would have taken it; it would have lapsed to them. Have you not just told us, that you yourself stipulated that her share should be £1,500? Yes. And that you were thereby enabled to offer her a named sum, £1,500? Yes. And the day after you wrote in the words I have just read. Do you say that you have given a correct account of what took place at Pakowhai? Yes; the £1,000 was an offer from me; the extra £500 was very unwillingly authorized by Karaitiana and Henare; and I thought we should have to give it. I felt that if I succeeded in getting the share for £1,000 it would be most satisfactory to Karaitiana and Henare. And accordingly you tried to get the share for £1,000? Accordingly I tried. Before September, 1869, I had spoken to Arihi several times, before her settlement; and she was willing to take £1,000, provided it (her £1,000 she called it), was paid to herself, and not put on the table as usual, as Henare would in that case take it. I saw her and her foster-mother, Poitoi, again at the toll-gate, and she made the same request about her £1,000. Was it not for some years a matter of public discussion, that yourself and others were occupying agricultural land of great value for squatting purposes; and was not a proposition made amongst yourselves to give up a portion of the block to the Province? I think there was. Karaitiana and Henare would not hear of it for one moment. You were in occupation for between two and three years before the legal lease? Yes. And your co-lessees have been in occupation with you? Yes; a part of the time. It was offered to Mr. Brathwaite for £250. He refused to take it.

Mr. Sheehan proposing to ask questions relative to Mr. Tanner's own pecuniary position at the time of the purchase of the freehold, the Commissioners ruled that they were irrelevant.

Adjourned to Wednesday, 9th April.

Thomas Tanner—Cross-examination resumed.

I have not a complete copy of Messrs. Watt's account-current. I have seen nothing more of the account than has been in Court. As to the meeting with Parmena and Pahora at Waitangi (see *ante* "Tanner")—the witness's evidence in chief being read—he stated that he thought the Maori word used for "revert to the tribe" was *whakahoki.* Before the negotiations for advances with Mr. Watt, had not the New Zealand Trust and Loan Company been applied to? That would require some consideration. Mr. Watt first came into the field when he and Mr. Russell took forcible possession of Arihi's share. I never heard of any negotiations with the Trust and Loan Company. To the best of my recollection, I should say decidedly not. Or with any other company or person? No, decidedly not; I did not know where there was any other source but Mr. Watt. There could have been none, for the Trust and Loan Company will not take an incomplete title. They were spoken to long after. Before the legal lease was executed you purchased out Mr. Brathwaite, giving him 1,000 sheep? At

Heretaunga.
Complaint No. 1 —*continued.*

the price sheep were then, at from 15s. to 17s. 6d., that would be under £1,000. What was the extent of Mr. Brathwaite's interest? 1,236 acres; three-fourths of it was under water. After the legal lease, and before your purchase of the freehold, you disposed of certain small portions of the leasehold? Yes; with an agreement that if I bought the freehold, they were to have the benefit of my purchase at cost price. I had to pay the rent during the lease, and the purchasers to take the benefit of the improvement clause. I gave one acre for three acres ploughed, though ploughing was not then worth £1 per acre. The sections were amongst the best of the land. I had sections open on these terms for two or three months before any one was taken up. There was no market. This was in 1868, or latter part of 1867. Since the purchase of the freehold I have sold some sections on deferred payments, near the Karamu Reserve. One of the purchasers has subsequently paid off the balance. These sales were at £5 per acre, £2 down, £3 for five years at 8 per cent. What area have you sold on this principle? 250 acres. These sections were inferior land? They were ferny; portions were good land. There was the remains of a little shingle river—an old creek course running through the whole of them. As a fact, were they not inferior samples of the Heretaunga Block? Two of them may have been; three were decidedly equal to any part of the block. You say many farmers prefer the fern land? Yes; Mr. Pilcher, senior, does. How long is it since you arranged to sell Mr. James Williams 600 acres? Last spring. That is the very best of my land. My purchase of Mr. Brathwaite's share gave me four shares. I afterwards sold a share to Mr. Ormond at about £1 an acre, reducing me to three shares again. I have also purchased Mr. Rich's interest under his lease from his executors for myself, before the land went through the Court. At the time the block went through the Court, the area held by me was about 5,600 acres. Was it not a little over £1 an acre that Mr. Ormond gave you? It was between £1,200 and £1,300. By the time the land went through the Court, the feed on the land was much improved by burning? And at the time of the extinguishment of the Native title it had been still more improved? Yes. What quantity of sheep at that time would your area of 5,600 acres have been capable of carrying? It might have been about 7,000 or 8,000 sheep. That is a low estimate, is it not? Not for 1870. I have not 10,000 on it now, with all the improvements. You cannot stock land recently laid down in grass as you can old pasture. In about two years hence I shall be able to stock it pretty fully. Have you any idea of the quantity of stock that is being carried by your neighbours? No; I do not know to the present day what they have. Shortly after the completion of the purchase you obtained money on the security of Heretaunga? Yes. What amount did you obtain? About £12,000. That was very shortly after the completion of the purchase? Yes. When you say you obtained it, you mean your agents took the land as security for his advances? Yes; about eighteen months ago. Mr. Tollemache took a transfer of the mortgage; his loan upon it amounts to about £3 an acre. The block was security for your agents for something near £16,000 before the transfer? Yes, that included my share of the money advanced by Watt for the purchase, which was about £9,000. Have you ever, whilst under the lease, calculated what you were paying per acre. £1,250 per annum is 1s. 4d. per acre, is it not, on an area of 17,000 acres? It may be. The area purchased is not 17,000 acres. The Karamu is excluded, 1,600 acres, and 1,000 acres of shingle bed. There is about 1,500 acres of shingle bed in the block. At least one quarter of the block was swamp. What would be the area of the portion covered with fern and tutu? All the Native grass land was on my block. I am speaking of the state of the land under the legal lease. Of course I was not idle; I went on burning and draining, but we did no draining till we got the legal lease. It was not until the floods after the purchase, in June, 1870, that the river went the other way. It had been moving for some time. Were it to come back to-morrow, the block I have sold Mr. James Williams would not be worth £1 per acre. A stream of water from half a mile to a mile in width, and from four to five feet deep in the middle, used to course through it, leaving dry only a piece towards the small farms, and a piece on the side of the Willow Pa. Can you name any block in the vicinity that paid so low a rental? I do not know a block in the country that paid so high a rental; that is, under a Native title. Did you receive from any of the creditors of the Natives with whom you settled, any discounts or bonuses? From the creditors of the Natives! No; none whatever. No allowance of any kind, not even a wagonette, as a present from any of the creditors of the Natives for your services in obtaining a settlement? I bought a wagonette from Mr. Nelson for £100. Do you remember that after you acquired Pahora's interest, you went out to see Karaitiana and Henare at Pakowhai? My impression is that that was before I had acquired it, and in reference to Mr. Stuart's attempt to purchase. How long after the conveyance was it that you European purchasers had a meeting to settle accounts? I have an indistinct recollection that we met in Mr. Ormond's office on one occasion. I think Mr. James Williams made a calculation, and told us what each had to pay. I do not think the Captains Russell were there, or the Messrs. Gordon. Are the accounts showing the details of that final settlement in existence? I could not tell you; they might be in Mr. James Williams's custody. [Copy of Watt Brothers' account current produced. Total Dr. items, £25,014 12s. 7d.: annuities cost, £2,384. Payments for Waka's share, represented by items 12th March, 1870, £810 12s.; do. do., £220, having been in the first instance advanced by the Union Bank of Australia.] I believe that the amount paid for Tareha's share, £1,500, was not advanced or refunded by Messrs. Watt, and that the amount is additional.

Mr. Lascelles.] As to Mr. Wilson's utopian scheme—it provided for all the sub-claimants being parties to the deed—how many sub-claimants do you think there were? About a hundred, I should think. Would it be practicable to obtain all the signatures? I did not understand Mr. Wilson to contemplate that all should sign, but only the principal men. Would your financial position have been better or worse than if you had purchased? The conviction of all us purchasers is, that we are financially worse off than we should have been under our lease. At the time I retained Mr. Grindell's services, Mr. Stuart was not, to my knowledge, negotiating for the purchase; he had given it up after we got Waka's, Tareha's, and Pahora's shares. I had not seen Mr. Grindell's letter to Arihi before it was produced in Court. He said he would write to her about the price of her share. I believe Parker's notice to pay to him the rent in respect of Waka's share was the first notice I had of Parker's transaction with Waka. I do not know that it was at that meeting that I asked Mr. Wilson whether Parker's deed would be upset. Waka was a pretty sharp man when he was not drunk. He has failed a good deal lately. I have a

distinct recollection of Waka himself dictating the letter to Mr. Wilson. He said, Tell him that if he does not withdraw from this suit he must carry it on at his own cost. I will not say that in the course of conversation the idea may not have been suggested to him, but the words were his own. Who has been Waka's regular lawyer in Napier? He has tried them all. I wrote as I did to Mr. Purvis Russell because I felt that the £500 which I had teased out of Henare and Karaitiana should not be given if I could help it. I considered I had permission to offer it if I could not do without it.

The Accounts.—I did not produce to the purchasers details of the sums charged by me against the Native vendors in their accounts with me. I have a distinct recollection of going into details of my accounts against Karaitiana and Henare, £307 8s. and £781 4s. I do not recollect giving out the account with Manaena, £142 4s. 6d., but I am sure that he knew of the items and approved of the account. There never has been a question raised about these accounts. The only question raised between the Natives and ourselves was that about the £1,000, the payment of which was questioned by Karaitiana. I have since made small advances both to Karaitiana and Henare. When Henare was starting with Karaitiana to Wellington last Session I paid for a gold chain and greenstone for Henare, £7. I am not in the habit now of paying for articles of luxury of that sort; but a coat or a pair of trowsers I have never refused. Even since this Commission has sat I have paid for a coat for him. He has always been on very friendly terms with me. Notwithstanding the coercion used at Waitangi? He has never mentioned that.

EVIDENCE IN REPLY.

Mr. Sheehan called *George Buckland Worgan.*

You were a licensed interpreter, resident in Napier in 1869 and 1870? I was. Somewhere toward September, 1869, Mr. James Mellis Stuart asked me what my terms would be for negotiating the purchase from the Natives of the Heretaunga Block. Mr. John Buchanan was present. I think Mr. Stuart complained very much of being unable to obtain the services of any interpreter; and I told him at the first interview that I would ascertain what the condition of matters was, and see him further about it. I made some inquiry, and again saw Mr. Stuart, and discussed the terms on which I was willing to do business for him. He said he was willing to pay as much as £12,000 for the block, and agreed to my demand of commission at 10 per cent. on the purchase money. He gave me *carte blanche* to take any steps I thought fit. Was anything said by him in reference to the price being higher than £12,000? Yes; he intimated that I might go something higher; but that my own commission must be, in that case, reduced at the rate of £100 for every £1,000 extra paid. What became of that projected purchase? I abandoned it after taking some little trouble with it, principally for personal reasons. I did not like to interfere with a number of gentlemen who had already taken a good deal of trouble about the matter, and had a sort of vested interest in it. Besides which, I found that a number of tradesmen were looking to be paid out of the purchase money, and my plan of purchase would have altogether disappointed them. I declined to proceed further.

Mr. Maning.] To what price do you think you would have been justified in going? £15,000 would have been Mr. Stuart's outside limit.

Mr. Lascelles declined to cross-examine.

The witness added:—I had no communication with the Heretaunga purchasers or their agents in reference to the matter.

Henare Tomoana recalled by Mr. Sheehan.

As to Tanner's Account Current, £761 4s.—Do you know anything of that account? I do not quite know about that. Was anything said about that amount at the time of the finishing of the sale of land? Yes. What do you recollect about it? Tanner said at that time that my debts to him were £700; that was at the time we were all sitting at Mr. Cuff's office. He showed that debt—those debts that have been spoken of. In what way did he show them? By saying that my debts were £700. I told him to give me the papers showing the amount of money that I had received in goods, and the moneys he stated I had received. Mr. Tanner said it would not be right. I was always asking him for money, and he was always giving me money. He got angry with me at that time. Did you agree that you owed him the £781 4s.? I did not agree. I was not strong enough because I was angry.

Mr. Maning.] But did you disagree? I disagreed. When I agreed to the mortgage for Heretaunga (Neil's mortgage), all my debts went into the mortgage; they were all closed by the mortgage, and I had no debts afterwards.

Mr. Lascelles.] How long before the sale was the mortgage made? I do not know; perhaps a year, perhaps a year and a half. Between the time of the mortgage and the time of the completion of the sale, did you not get money from Mr. Tanner? Yes; sums of £2, £3, and £5, and goods. Did you owe Boyle anything? Something over £100; I don't know how much. Did you owe anything to Robinson? Yes. Had you had any goods from Newton and Irvine? Yes. Do you know how much? No. Do you know what you had of Mr. Robinson? I cannot tell. I did not know at the time how much those debts amounted to, but when Tanner showed me the accounts I agreed to them. It was the £700 I wanted, and he would not give it me. He would not give me Boyle's account. He showed me all Robinson's accounts, and I agreed; but it was Tanner's own debt I wanted to be informed about. He showed me Newton and Irvine's account. Did you have some iron staples from Boylan? Yes; Mr. Tanner did not pay for them. Have you paid for them? Yes. Have you any receipt? No; I know of having paid him. Did you have 500 iron bolts—galvanized iron? I know of all my debts to Boylan. That was after the selling of Heretaunga—one ton and a half. But before the selling of Heretaunga? I do not know. Did you receive any money from Mr. McLean at Wellington? I had £30. Did you receive no money from Mr. Ormond in Wellington? I did not. Item, Richardson, £20 6s., wire: you got the wire at Mr. Tanner's woolshed? I did not get any from the woolshed; I did not take iron from him. Do you recollect getting a cart-horse from Roe? What did it cost? £50 perhaps. Mr. Tanner says he paid £20 to Roe for a cart-horse. Did you get a

Heretaunga.
Complaint No. 1 —*continued.*

horse from Jimmy Hague for £10? I do not recollect. In Tancred's account is £10 for a horse from Jimmy Hague? I do not know of that. Item, Tuxford, £10, plough? I had a plough from him. Item, Gebbie, £30? I do not know that Pakeha. The account of Tuxford for the plough was added on to the account for the machine—the threshing-machine.

Re-examined.—Do you know which of these items that have been mentioned were before the mortgage, and which after? Newton's and Robinson's were after.

Karaitiana Takamoana recalled.

As to Account Current with Mr. Tanner.—Mr. Sheehan.] Amongst the accounts handed in by Mr. Tanner is one of £307 8s., said to be for money and goods obtained by you of Tanner. Do you know anything about that? I do not quite know about it. I have no recollection of Mr. Tanner's saying anything about it at the time of the sale. Did he show you an account making up a total of £307 8s. for money and goods? I do not know; perhaps he did. Do you recollect such an account being explained to you? Mr. James Williams was the person to explain the accounts; that is my knowledge. My debts to Tanner ended with Neil's mortgage. I only know now that the goods were Neil's; I always thought they were Mr. Tanner's.

Mr. Lascelles.] When was Neil's mortgage? I think it was after the new lease. I do not recollect getting any goods through Tanner after the mortgage. Had you not goods of Mr. Robinson to the amount of £60? Yes, I am clear of that; that is correct. Had you some wire from Kinross, fencing wire, £31 worth? I do not know about that, because Kinross used always to put down the goods I got in my own name. Had you wire from Mr. Richardson? I do not quite know about going to George (Richardson). Watt and Kinross are the people I used to get wire from. Did you receive a quantity of sugar, ten bags, from Mr. Sutton? That is correct. Did you receive any cash from Mr. Tanner when you were going to Wellington, just about two years ago? I do not know of that money. At that period I had money for going to Wellington. Did you receive any other sums of money from Mr. Tanner? I cannot remember. Who is to know! I did not ask him for money. I was not a person who wanted to ask Tanner for anything. He would ask me to take something. I know that I have received moneys from Mr. Tanner. I remember taking twenty-one sheep. Wethers? I do not know, but it is certain I did get sheep.

CASE No. XIV.

Te Waka Kawatini sworn.

Ohikakarewa.
Complaint No. 18. *Ex parte* Te Waka Kawatini and others.

I went to Maney's hotel, and he asked me to let Heslop have Ohikakarewa. I said, I am not able to sell that land. Mr. Heslop gave me £20. At that time? Yes. Were you three together? Paul, Ahere, myself, and Waka were present. I got £10, two cases of Old Tom, and a bag of sugar. That was all I got of the £100 that was mentioned yesterday. That was all I got. I continued to go to get the money for the land, but did not get it. I did not wish to sell my land for two cases of spirits. It was arranged we should get £100 a piece. Maney was to give us £300—£100 for Paul, £100 for myself, and £100 for Ahere. I went afterwards to ask for the £300, but it was not paid. Mr. Maney said to join Ohikakarewa with Petane and Pahou, and then the money would be paid. I would not consent. Ohikakarewa was along here, and Petane and Pahou were a long way off. Maney said, You will be holding on to your Crown grants—to your shares,—but you will find the Europeans will get them. I said, The Europeans will not steal my Crown grant; it will be you will do that. I ultimately consented to let him have Petane. I did not consent to let him have Ohikakarewa; I never let that place go. I have it still.

Mr. Hikairo.] I held on to Ohikakarewa, and asked Mr. Maney for his account. I saw the names of Petane and Ohikakarewa written in his book, and I was very sad in consequence. I objected to it. I took Raihania because Maney would not show me the accounts of Ohikakarewa: he would only show me those of Petane and Pahou. Raihania and Maney conversed together about the accounts, and Maney asked me where this boy was from? I said, From Auckland, from the school. Maney then sent the boy away; he would not allow the boy to remain in the room. I was the only one he allowed in when he was making up the account. On that occasion we asked for the account of the rum and other things we had obtained from him. The boy was sent out three or four times. I continued to ask for the account, and Maney said, No, he would not give it till some one who was learned in that matter should come. It was Maney who said it, because my learned man had been driven out. I took my account out, and showed it to him. I said, You are concealing your account; here is mine. I have not got that account; Mr. Maney took it, and put it into his pocket. I went forward to take it from him; Mr. Maney said, Leave it to me to look after. I have not seen it from that day to this. Maney's wrong work commenced there. That is all I have to say about Ohikakarewa; but I have always objected to those lands—Petane, Pahou, and Ohikakarewa—having been joined together, and I shall take my land at Petane back again. That European who was speaking yesterday joined those three lands together to confuse me, but he will not get my land in consequence of his false statement. It is true that I got goods on Petane. What is correct I will speak to you.

Mr. Lee.] Who is living at Ohikakarewa? Mr. Heslop. Had he a lease from you? Karaitiana leased it to him. Had you ever any rent from Heslop? No: I have spoken about what I got at the commencement. Was the £20 you got rent? That was the end of the lease. Was it the beginning of the sale? By them—by Maney and Heslop. Did you ever demand the rent since that? It was not my business to demand the rent; it was Karaitiana's. Have you ever received any rent from Karaitiana? No; from the beginning I never received any. The only time I ever got anything was that I have mentioned. Was that £20 your share of rent for one year? They said it was on account of the lease. Did you not know Maney put down in a book the goods you got? No, he hid that. I saw the book in which those places (Petane and Ohikakarewa) were placed together. Did not Tanner have a conveyance from you of several pieces of his land together? I did consent to Tanner about Heretaunga—to the sale of Heretaunga. Did you sign a deed of sale of your share of Ohika-

karewa? I did not. (Order of Waka on Tanner to pay Maney £100, January 13, 1870, produced.) This is the document which I described yesterday as Maney's robbery. This is one of the matters I wish to be thoroughly investigated. I heard that Maney had received £100 from Tanner for me; but I objected, because I said it was not my document. That is not my cross. Martyn Hamlin did not see me, and I did not see him. *Ohikakarewa.* — Complaint No. 18 —*continued.*

Paora Torotoro sworn.

I thought that was disposed of yesterday, because all those pieces were put into one. Do you want to say anything about Ohikakarewa by itself? Yes. It was Mr. Maney who came to my pa and asked me to give him the Crown grant of my land—of Ohikakarewa. He said, Yours is the only share remaining; your friends have sold theirs to me. I consented, and signed my name. I was the only Native present at the signing. Mr. Martyn Hamlin was there, of course. He was the general Interpreter. I asked at once for some money. When we came to Napier, Mr. Maney gave me the £30. When I received the £30, Mr. Maney asked me to give him some back for pocket money, and I gave him £2. I stated all that yesterday, and do not care to say any more. The reason of my complaint is, that I did not receive in money what I was to receive. I received it in goods. I know of my receiving the goods, and my complaint is that I did not receive money: the goods mentioned by Maney yesterday. I had a great many things from him. Mr. Maney said I was to get the £100 in cash. I know I received goods from him to a large extent. *Ohikakarewa.* — Complaint No. 30.

Ahere Te Koari sworn.

I did not consent to the sale of this land. It was Paul who persisted in wishing to sell that land. I objected; Paul persisted; and I asked Paul, Te Waka, and Mr. Maney what the price was to be. The three of them informed me we were to get £300 among the three of us. I said, That price will not do; we are only wasting our land. Paul continued in his request that I should sell, and I ultimately agreed. After this, on the same day, I was paid money on account of the lease. It was paid to me by Mr. Maney. The lease was to Heslop or Maney, perhaps both. Mr. Maney was the person who gave the money. I do not know the total of the rent. I was not receiving any money during the term of the lease; Karaitiana and the others were. It was the person who asked to have the land who said it was on account of the lease. Maney? Yes. What was your share of Ohikakarewa? The division of the Maoris might be different—one larger than the others, but the law might make them equal. What was your share according to the Maori law? They were all alike on this particular piece. Are you not trying it on again to-day? I have only the same answer as yesterday. *Ohikakarewa.* — Complaint No. 48.

John Heslop sworn.

I am a farmer, living at Puketapu. Do you know that deed (Conveyance 13th January, 1870, Paora Torotoro and others to Maney, produced)? I do. When I first saw that deed it lay before Paora, Ahere, and Waka Kawatini. I saw them (Paora and Ahere) put their names to it, and Waka put his mark. Was any Interpreter present? Mr. F. Edward Hamlin was present. I think this was January, 1870, or 1871. The three Natives that I saw came to my place at Puketapu, and asked me to advance them some money, and to buy the land. They wanted some money that day. I refused to give them any money, or to go into any negotiations without an Interpreter. I am no hand at the language at all. I can buy a bag of potatoes of them; that is all. I told them if they would get Mr. Hamlin and come into Napier, I would meet them next day. I came into Napier next day, and saw them, and in the meantime they had made arrangements with Mr. Maney about the land, and told me what they had done. "All right," I said, "if you have done so; but you know I have the pre-emptive right. That was under my lease (Lease produced, 5th October, 1867). They said Maney was buying for me; it made no difference. I gave an acceptance to Mr. Maney for the money—£360 for three shares. I met the bill at the date it became due. *Ohikakarewa.*

Mr. Kawatini.] Did you see me sign my name when Mr. Hamlin was there? Yes; your mark.

Mr. Hikairo.] Where did you see this deed signed? In Mr. Cuff's office. Do you know whether he was the solicitor who prepared the deed? I do not know. Mr. Maney perhaps could tell you. Was there any solicitor present when you saw the deed signed? Mr. Cuff was present, and I think Mr. Lascelles of the boiling-down establishment. I went there just to see them sign the deed, and to give the bills. The first share bought was Heremaia Hunuhunu's; next, those three shares, Waka, Paora Torotoro, and Ahere's. The other shares that have been bought (four shares) were bought for me afterwards by Maney. I think it was Mr. Edwards Hamlin who was present. I did not sign as a witness myself. Those were the only three I saw sign.

John Heslop recalled.

Francis Edwards Hamlin was present when Te Waka signed. I do not know whether Martyn was.

As to prices of the shares in Ohikakarewa:—Jeremiah, £300; Waka, Paora, and Ahere, £360; Tareha, £200; Erena, £120; Pene Te Ua, £130; Meihana, £150; total, £1,260, being £110 less than Maney appears to have credited. 200 sheep were lost in one of the floods; and only 360 acres are now available.

Henare Tomoana sworn.

I know nothing about the other complaints; I will speak of my own. I object to that sale. The trouble commenced with this and other lands in this district; other lands which have not been spoken of. The request with the Commission to sit commenced with Heretaunga. The reason I was explaining about Heretaunga was, that when that place was sold other Natives began to sell. The wrong was in reference to the Heretaunga, that Karaitiana was the principal person on that land, and afterwards the others came to sell. The others began to sell in ones and twos. It was said at that time that the land was not to be sold. I heard Karaitiana tell the people who were in

the grant not to sell. The sale by Paora and the other grantees was not known. The sale by some of those people was not their doing, but of the Europeans who asked them. Europeans said to those people, Give us your Crown grants, and we will pay you the rent; Karaitiana does not give you any. The Europeans said, If you will give us the Crown grant we will pay you some money; if you continue to leave the matter with Karaitiana you will never get a pound out of it. Another statement was this, You must give me your Crown grant to prevent being summoned. The people thought that the statement of the Europeans was correct; I thought they were deceiving. It was not said to me, but to the others. Those statements and liquor went together, and consequently the Natives signed; hence my notifying my objection to that sale, the Natives being enticed into it, and also being made afraid. Was not Tareha's consent to the sale sufficient? No. Would Tareha's consent be necessary to the sale of Pakowhai? No; some have a larger share in the land than others, and if five oppose the other five cannot sell. These are reasons for my objecting to this land being sold.

Ohikakarewa.

James Pocock sworn.

Complaint No. 36. I am a painter, residing in Hastings Street, Napier. In 1870 I did Paora's house. I did it the first time for Mr. Sutton at the time it was being built, and did all the painting, plumbing, and glazing, and the papering. Subsequently I did other work to the house. Some time after Mr. Maney asked me to meet him at Paul's house, to consult me about doing some work. I met him there by appointment; it was towards evening. Paul and Mr. Maney together showed me what was wanted done, and I agreed with Mr. Maney for a certain price for the work; I cannot call to mind how much. The Natives had been trying to paint it themselves, and it was all smothered with fish, oil, and straw, and in a shocking state. Every thing the wind blew against it stuck to it. I sent out a quantity of materials by Paul's dray—white lead and oil, &c., but the work was never completely finished; never quite, because before it was finished it was burnt down, and I only received about two-thirds of what I was to receive. I believe I received between £18 and £20; I am not exactly sure of the amount. Mr. Maney paid me. Did you ever sue Paul for debt, and take his gig? No; that is Peacock and Co.; my name is Pocock. I believe I came from the Karanui to meet Mr. Maney at Paul's house. Mr. Maney was very late; meantime Paul showed me over the house. I know it was dark when we left. Do you ever remember meeting Maney at Paul's at breakfast time? I often went there, but I do not remember meeting him at that time on business between him and me.

Mr. Hikairo.] Was the charge made by you a fair and reasonable one? I do not think he would have paid me more than I was entitled to. I do not believe it.

Ohikakarewa.

Karaitiana Takamoana sworn.

Complaint No. 82. The reason of my complaint is, that I do not know the reasons of those persons selling the land. The land had not been separated so as to show the different portions belonging to each individual, but it belonged to the whole tribe (Iwi Katoa). That was one reason of my objection, the other that I was the principal person belonging to that land. It is the *tikanga Maori*, because it is Maori land. I was the principal man, because my parents were the persons who had that place *(rahui)* in ownership. Some other people came and opposed the *rahui*, we fought against them and they were defeated, and one of their chiefs was killed. They could not upset my *rahui* from that time to the present. It continued up to the issue of the Crown grants, and then it was thrown down. Henare and Meihana and others were with me in that *rahui*, and Paul and Waka—those were the persons to whom that belonged. It is a flat place, it is a flax district reaching on to Pakowhai, but is a distinct one. I was the person who placed it there (on Pakowhai), the others follow after me. My hands erected the pole at Ohikakarewa and also at Pakowhai. Yes, Te Waka and those who have been speaking were in the *rahui* at Pakowhai. Where is the Crown grant of Pakowhai? I said, I was to be the only person in the Crown grant. Te Waka and Paora have a share in the Pakowhai grant. I asked the Court to place my name in the grant, and then asked the Court what was I to do about the tribe. The Court said, The matter was with me. Was Tareha in the *rahui* of Ohikakarewa? He was the person I mentioned as being against me. How was it you let him get into the Crown grant? No one interfered respecting the investigation of the land, and I consented. Tareha was not present. I wrote his name in the grant. I was only considering the interests of the hapu. I did not know they would go and do anything wrong. When I went to Wellington to Parliament I complained respecting Ohikakarewa, and to Mr. Fenton. Only five persons had sold their shares for liquor at that time. I have a copy of the petition I sent to Parliament. I gave it to Mr. McLean. I did not know those persons whose names are in the grant had sold. Had I known we should have quarrelled respecting their selling. That selling was the Europeans' work. If it is said that those sales are proper we will not be satisfied, because it will not do for the land to be dead and me to live—we are bound together. I am continually talking to Mr. McLean respecting this, and he always says, Oh, it is a mere nothing. I complain about these sales because there was liquor in all these transactions. I warned the persons who were selling the land not to drink, and also the persons supplying it that the land might be found to be mine, and not to supply it. I know no particulars about the sale of Ohikakarewa. I have also to complain against the Court (Native Lands Court), for their work is murder. Do you not receive rent for Ohikakarewa? No.

Mr. Lascelles.] Do you not owe Heslop money? He has never said so. Why have you not asked for your rent? He is dividing it according to the Crown grant. That is the reason I will not take it. When it was in the hands of the Natives I used to get nearly all the money. Now it is divided. The money for the rent was for the whole of it, and now that those people have sold I have not troubled any more about it. I have just left it.

Chairman.] What kind of land is Ohikakarewa? It is flax swamp. The cause of the water being on the land is the river (the Ngaruroro) breaking through.

Mr. Lascelles.] When you sold parts of Pakowhai where did the money go to? It was expended on that land. Did you not pay any of your debts with it? Some. Were not some of those debts for

grog? No; the person that I obtained those things from did not sell those things. Are you not now largely indebted to Mr. Sutton and Mr. McMurray for liquor? That was got on account of some persons who came from Taupo, at the Meanee Hotel, and Mr. McMurray's, at the toll-gate. Was not £40 worth of wine bought from Sutton? Yes. Do you not owe McMurray between £50 and £60 for wines and spirits? I do not know.

Raihania Kahui sworn. *Ohikakarewa.*

When I came here from Waikato (Dr. Maunsell's school), Maney was continually coming up to Kohupatiki to ask the people for their Crown grants. When he first came up the Natives did not agree. He came another time to ask for the Crown grants; the persons in the Crown grant would not agree. My thought was that Maney was going to devise some means to get the land, because he began to give them credit; he began to entice them by giving them goods. I complain also because he did not collect the persons together—the persons, the grantees. I had a share before the sitting of the Court. Did you ever see Maney's book? I did not see his books because he drove me out. I had been appointed by Waka to write down his debts. When Waka wanted me to get any things from Maney, he asked me to write them down and go and fetch the goods. I would always write down what Te Waka wanted, and go and get the goods. After Waka had been taking goods some time, I thought it well to know what was due, but I used only to write down the articles and not the price. Te Waka and I went to Mr. Maney's with a document in which all these items were written down. I said to Maney, I have come to show you Waka's debt. He asked me where the paper was. I told him that Te Waka had it. Te Waka and I then went into Maney's house—one of the inside rooms. Te Waka, Mr. Maney, and myself, were together in the room. The others could not hear what we were talking about. When Maney saw I was following Waka in, he told me to remain outside. I, of course, could not hear what was going on inside, but I was driven out by Mr. Maney. That is another cause of complaint against Mr. Maney. Henare has referred to the other matter. Complaint No. 101.

Mr. Lascelles.] Are you not connected with Paul by marrying Paul's daughter? Yes, that way, as well as through ancestors. Do you not call yourself Paul's lawyer? Did you not keep Paul's accounts as well as the others? Yes, until the house was burnt I kept Waka's accounts, till Mr. Maney took away the papers. Did you never keep any accounts for Waka before that piece of paper he took away? When Waka began to get into Maney's debt I began to keep the accounts. I kept it until about the period when Maney took away the paper. Everything that Waka got was written down. Did you always accompany Waka to the store? He went alone on some occasions, but not very often though. When he came back he always told me what he had got. It was always written, I am positive. When you were sent out of the room by Maney, what did you do? I went outside and remained there. Did not Maney talk to you about the accounts? Maney did not speak to me respecting the accounts. I told him that we had come respecting the accounts, and he drove me out. Did you not try to come in again when Maney put you out? I did not think it would be right to go in when the European of the house told me to go out. Waka has said you were sent out three or four times, is that true? I may have forgotten, I came to get goods after the account had been taken away by Maney. Did you keep any account of them? No, I did not do that when I knew that it would be served the same way—be taken from me.

Pene Te Ua sworn. *Ohikakarewa.*

In 1869 I was taken ill. When I was lying down unwell, Mr. Maney came to me and asked me to give him my grant. I said I would not agree. I am in the grant. I am the person called Peneamene Te Uamairangi in the grant. There is no such person. There is a man called Peneamene Pura. My name is Pene Te Uamairangi. Mr. Maney said, If you die, who is to have your grant? I said for the persons who survive, but I will not give it to you. Mr. Maney came alone. That was the end of conversation at that visit. He came again in company with Mr. Edward Hamlin, and asked me to sign the deed conveying the land. I said, I will not give it to you. They said, Did you get any money on account of the lease? I replied, No. They said, What is the use of your name remaining on in the grant, if you are not receiving any money? They said, If you will not give the land to us, Karaitiana will have the land and everything else; you will get nothing. You must sell your share, so that you will have money. This conversation took place at Pakowhai. After this Henare Tomoana brought me to Karaitiana's place in town, to the Maori Club. I remained there. I had been there one week when Mr. Maney came to me. He asked me again to let him have my grant. I said, What was the amount paid to the first shares that were sold. He said that each grantee had received £120. I told him I would not agree to that. Maney said, You must give me your grant, and I will give you £120. I said he would have to give £180 before I could agree. He said he would meet me half-way. Karaitiana, before this, had told me not to sell. I did not talk to Henare about the selling. Mr. Maney said after this that he would give £125. I would not agree to that. I said if I reduced my demand it would be £140. Mr. Maney consented to that. I said to him, If I sign the conveyance you must give me the £140 in cash at once. He agreed to give me £40 in cash, and I signed my name. Mr. Maney then returned to town here. He returned with Mr. Edwards Hamlin. I was still lying unwell there, at the Club. On their arrival they showed me the deed of conveyance. What doctor was attending you? A doctor with spectacles—Dr. Hitchings. Were you very ill? I was four months ill. I do not know what with. I lost some of my teeth. I saw in the document that the money for each person was £120. I was asked to sign my name to the document. I sat up in the bed and took the pen. I signed my name to the deed of conveyance. The paper was the same colour as this book—blue-lined foolscap. I signed my name to the document. The money for my name was £140. Mr. Maney then gave me the money. He put it down under my leg. I was sitting down on the bed, and he put it underneath me. After so doing, Mr. E. Hamlin and he came away. When they went out I asked my wife to count the money. She counted, and found £30 in notes. I asked her to count it again. She counted the money twice, and there were still £30. They were all one-pound notes. I asked her to give the money to me to count. I counted the money twice over, and only found £30. I Complaint No. 74.

said to my wife to go out on the verandah and watch if Maney went by, to call him. When she saw Mr. Maney she called him—the same day. He came, and I said to him, You were to have given me £40; you have only given me £30. I said, Give me the other £10. He said when he came in from the country to town he would then bring it. When he came in the following week I asked him for the £10. He did not give it to me. After that I asked him again to give me the £10. He said he had not any money. I said, What is to be done about the £10 I was to receive. He said, Would you not like something that can be obtained in town? I said, Yes; I would like something from town. When I got well I would like to go myself and see after it. When I got well Mr. Maney and I came into town. I took a saddle, saddle cloth, and double bridle. After that I asked him to give me the £10. I got into debt to the amount of those articles, and I still wanted the £10. He would not give it to me. He said I must go to his house and get credit. I went to another European to get articles. I got two tarpaulins, which Maney agreed to pay for. I gave an order afterwards on Mr. Maney to give some rum to another Native. I did not see the rum supplied. Who was the Native? Noa Huke. When I asked for money he would not give me any. He always told me to go to his store and get goods on credit. Did you not complain to any of your friends about the withholding of the money? I did mention it to some of our people, to Henare and Karaitiana, and all the people at Pakowhai. I told them the total which I was to receive, and what I was to get when I signed. They said all the other shares went the same way; they did not know of the money being received, but it was swallowed up they did not know how, by spirits and getting credit goods. They did not tell me to summons Maney for the cash. Do you not know you could have summoned Maney for the cash? We asked for a Commission before Henare. I was not aware that I could summons him. Karaitiana did not tell me I could. I was in the habit of going to his store, but I do not know the things which I got. I wanted to get things from Hector Peacock, but Maney would not agree. After the £30 I only received £1 in money. Mr. Maney would never give me any, though I repeatedly asked him. On the last occasion of my going, Mr. Maney said I had been paid for my share in full. When Maney told me I was paid, I asked him what the things were I had received. Can you remember when it was you were told you were paid? It was after I had asked Maney for money, and he only gave me £1. I cannot recollect the year or the month. It was in 1869 when he saw me first at Pakowhai. It was in January or February, 1870, when the deed was signed. I do not recollect when my credit was stopped. Pakowhai is my kainga. I have a house there of my own—at the same place as Karaitiana. A good while after this three of us went to get credit, but it was not on land.

Mr. Lee.] Have you not several times spoken to Mr. Martyn Hamlin about your account with Maney? I do not know. Did not Martyn Hamlin tell you to go to Maney and have your account settled if you wanted to see what it was? I know of that; I went to Maney, but he did not give me the account? Have you never gone into the accounts with Maney? It was during the period I was asking for the £10 that Hamlin told me to go to Maney. (Question repeated.) Not before the account was closed. Before that I was continually asking him to give me the account, and he refused? Did you go into the account with Mr. Maney's man, Turner? No, not with Turner, but with himself (Maney). (Account signed by complainant put in.) Is that not your signature? That is correct; when did I sign that paper? Peni Heira Te Ota is my father's name, the person mentioned by Henare yesterday as being dead. Were the goods mentioned in this paper received? I received the goods. How long has your father been dead? Since 1868. Have you taken your father's name? No. Why did you make out an account of goods supplied to you in your father's name? The name of my father is one of my names. The signature is mine: Turner perhaps wrote the account. When that was written out, did you not look at the books? This debt is quite a new thing for the store at Omahu. I was shown no books when this was signed. The only time they were shown to me was after Mr. Maney said on the former occasion that the account was closed. It was after that he showed me the large books. Why did you allow the balance was £6 18s. if you had not looked at the books? This was for 100 bags that I got from Mr. Maney's old store, after the Ohikakarewa was finished. Had you not looked at Maney's books to see if the Ohikakarewa was finished? Long before I signed this, I had seen the Ohikakarewa account. When you saw it, did you make any objection to it? Yes, I did object. I asked him where all the things had gone that were mentioned in the account? That was because I had not received them. Do you mean that you had not received any of the things in the account? I had not received any. After admitting several items, witness said, I object to this item, February 11, £5 10s. My wife said there were only three bags of sugar went at one time. It was a long time after that the two bags of sugar went. I did not receive £10 in cash on the same day as the sugar. I remember the trousers and the old tom, but no £10 of money. It is not forgetfulness on my part; I did not receive it. I got two more bags of sugar; that is seven. Item—February 11, £10 12s. 6d. I never received that cash; I recollect the glasses. And the geneva? It is correct about the case of geneva, £4 15s.; but I did not take it at the time of the glasses. Did you never see that account before? Yes. I also objected because I did not know how all the £140 had been swallowed up by the few things I had received. The seventeen glasses were glasses that we drank; but there were a number of us drunk in that house (Maney's hotel). If you thought Maney had cheated you, why did you open a fresh account? (No answer.) Maney gave me £1, and told me my account was closed. I saw the book (ledger) which I have condemned. I told Maney I had not received things amounting to this money. As to the bags (in new account), I went with my companions and got the bags; they were to pay. It was when Maney had gone to Omahu that I got the trousers and umbrella. When the account was read over by Maney I agreed to some of the items, and objected to those that I have objected to to-day. He did not inform me of the money (cash payments) at that time. It is not forgetfulness. Were you never drunk in all your life? No; not since Karaitiana and I returned from Auckland. The only person I ever gave an order to was Noa, for the goods. I gave no order to any one to get money.

Mr. Lee.] Look at that deed. I did not sign that deed. That is not my signature. Were not Martyn Hamlin, Edwards Hamlin, and Blair, the cab-driver, present? There were only Mr. E. Hamlin and Mr. Maney present when I signed on this document—not this one, but one in which Paul's name and the others were there, showing they were to get £120 each. When the deed was signed, did not

Martyn and Edwards Hamlin, and Blair the cab-driver, come down to the Club in a trap? The only persons were Mr. Edwards Hamlin and Mr. Maney. (Maori translation shown to him.) I did not sign this. I am quite clear I did not sign that; it was another paper. It was in respect to the selling of the land and the amount each person was to get. It was a sale to Maney.

Mr. Hikairo.] At the time Maney came to get my signature, my wife was the only person with me. Mr. Hamlin spoke to me, and read the document over in the first instance. I do not remember any of the words used by him on that occasion. Was there a map on it when you signed? I did not see a plan.

Mr. Maning.] Should you recognize the paper you signed if it was put before you now? I should recognize it. Did you ever sign a lease to Heslop of the same land? I am not aware of having signed a lease. (Lease produced.) Is that your signature? I did not sign that. Is that not your signature placed there in the presence of Locke and Edward Hamlin? I signed both (meaning the Maori translation and the lease itself).

Richard David Maney sworn. *Ohikakarewa.*

Mr. Lascelles.] I was concerned as agent for Mr. Heslop in purchasing the Ohikakarewa. Heremaia first suggested the sale to me. He wanted £300 for his share. I dealt separately with them. His share was bought on those terms. I think I next dealt with Tareha. Subsequently I completed the purchase from seven of the grantees in addition to Heremaia; seven including Tareha. (Deed of conveyance, dated 19th January, 1879, Paora Torotoro and others to Maney, produced). I was present when each of the seven executed. They received the consideration money in the following proportions:—Paora Torotoro, £120; Tareha, £300; Ahere Koari, £120; Heremaia, £300; Erena, £120; Meihana Takihi, £150; Te Waka Kawatini, £120; Pene Te Ua, £140—£1,370 less £300; total, £1,070. This differs £90 from the consideration money expressed in the deed, £1,160. I could not state now how that difference arose. The consideration money for each share was the subject of a separate bargain, except the three—Waka, Paora, and Ahere, who sold for £360, £120 each. The consideration has been paid in goods or money to each party by me. I have at different times produced to those parties their accounts, showing how each has been paid. I have gone into their accounts with each one of them. I remember Raihania's coming one day with Waka, and presenting a memorandum of a few goods, amounting to £20. I know nothing of what became of the memorandum; I took no notice of it. Raihania was only like one of half a dozen boys of his own age, who wanted goods for himself on the strength of Waka's account. He used to get goods on Waka's account, he and also some of the other boys. Except on this one occasion Raihania never spoke on an account or showed me one. [Waka's and Raihania's evidence as to Raihania being shut out having been read, witness said]: I only remember production of a memorandum of a few goods produced by Raihania, and I told him this was no account at all. I think it was Waka who had it. I did not take it from him, and I do not know what became of it. On that occasion I produced to Waka his account current, and he assented to it. (Ledger produced, folio 505.) £120 is there credited to Waka for Ohikakarewa; Pahou, £100; order on Tanner, £100; Sutton, £250. The true balance due to me by Waka is £167 16s. 8d., after crediting him with £200 on account of purchase of Petane. This (produced) is the order on Tanner. I received it from Waka himself; saw it signed. Martyn Hamlin was present. Paul's account is at folio 370 of the ledger. He has credit there for £120 for Ohikakarewa. The debit balance when his account closed was £235 17s. 2d., for which I hold his promissory note as collateral security. Paul has been shown his account, and had it explained to him. He was credited in my ledger with £140 for his share of Ohikakarewa. (Folio 358.) At the signing of the deed £30 was paid to him in cash. He was then indebted to me about £20. He never disputed my claim until to-day. Item, £10, cash, 5th February. I distinctly remember the payment of that sum of money on the road between Tareha's Bridge and Napier. The second payment of £10 12s. 6d. was, I think, paid at one time. I have a distinct recollection of three cash payments to Pene—£30, £10, and £10 odd, and another of 30s. as near as I can recollect. In those days I did not always enter cash payments in my day-book. The first payment of £10 I distinctly recollect was made by myself to Pene on the road; it was paid in notes. The payment on 14th February, £10 12s. 6d., was, I believe, made at the hotel. He came to the hotel on purpose. February 26th. I admit these items add up to £1 18s., not £11 18s. Having given Jeremiah £300, Tareha would not sell for less than £300. Heslop told me that £200 was the extreme outside price for any share. I only received £200 from Heslop for Tareha's share. I have no distinct recollection of paying the £10 on February 14th. [N.B.—There is an entry in Mr. Maney's handwriting of 12s. 6d. on that day.] Pene went through the account with me, and expressed astonishment that it had gone so quick. He did not question the accuracy of the account in anything. Blair, the cab-driver, and Edwards Hamlin were present when Pene signed the conveyance. Martyn Hamlin happened to be passing, and Edwards called his brother in, Edwards saying, Two are better than one. I did not see any other Native present. I think Pene's wife was backwards and forwards in the room. Pene never signed any document relating to that or any other land in my presence. It is the only transaction I have had with him. I did not see Heslop's lease signed; did not know he had one.

As to Waka Kawatini's account.

As to Paora Torotoro.

As to Pene Te Ua's account.

Francis Edwards Hamlin sworn. *Ohikakarewa.*

Mr. Lascelles.] I am now Resident Magistrate at Maketu. In January, 1870, I was a licensed Native interpreter, residing at Napier. I saw Pene sign this conveyance, 19th January, 1870, and also the Maori translation. The signatures were made at the Native Club, on the White Road (Napier). I read over and explained the deed to him in full. Prior to my explaining it, I asked him the purpose of our going there, and he stated at once it was for the alienation of his interest in the Ohikakarewa Block. He did not state for what amount he was to sell. At the time he signed the deed, myself, Blair the cabman, Mr. Maney, and Pene's wife were present. My brother stepped in either before the deed was signed or soon after. I asked him to be witness to the transaction. I did not see any money handed to him. I will solemnly swear that that is Pene's signature; I saw him write it both to the

English and Maori translation. Pene was there then, labouring, I believe, under rheumatic gout. He had been under the treatment of Dr. Russell, and was about to go under the treatment of Dr. Carr, the mesmerist. He was in bed. He was in a low state of health. He understood everything perfectly well. I have a most distinct recollection of the transaction, more particularly from Mr. Maney asking me to get into the cab and go down to the place with him.

Pene Te Ua.] We were all quite close together when you signed. Did you count or name the persons, and what each was entitled to? I remember the sum you were to receive was read, but I do not know what it was.

Ohikakarewa.

Henry Martyn Hamlin sworn.

I saw Paul Torotoro execute that deed, and Waka Kawatini affixed his mark. I wrote his name, and he put his cross. The deed was translated and explained to them before they signed it. I also saw them affix their signatures to the Maori translation. The other attesting witness was Lascelles, the manager of the boiling-down establishment at Waipukurau. As to Pene Te Ua's signature, when I got into the Club-house Pene had signed the deed. He told me that the signature was his handwriting. He was laid up with a swelling in his jaw. My brother, Mr. Blair, and Mr. Maney were present.

Pene Te Ua.] I did not see you sign, but I asked you if it was your signature, and you said it was. Was it I who am here standing? Yes.

Mr. Hikairo.] I am not quite sure whether I saw Waka sign this deed at Mr. Cuff's, or at his own place. Waka, Paora Torotoro, and Maney were present: those were all I remember. I cannot say if any one else was present. Paul Ahere and Te Waka all signed at one time. I could not say for certain whether Edwards Hamlin was present.

John Armstrong Turner sworn.

Mr Lee.] I am an agent and stockdealer, formerly clerk to Mr. Maney. I recognize that book (ledger), folio 358, Pene Te Ua's account. The addition is made in Mr. Maney's handwriting. He squared up Te Ua's account. The addition is made in his writing, and several items are entered from the day-book. (Witness here pointed out several: amongst others — Cash, £30. 1870, February 5: 5 bags sugar, £7 10s.; box tea, £3; 12 bottles wine, £3; 10 bottles rum, £3; pair mole trousers, 14s.; and all the entries under February 5.) February 14: This £10 is Maney's writing. It seems to have been added. The item, Cash, 12s. 6d., is my writing. And a 1 has been placed in the extension in front of the £5? Yes, there seems to be an alteration there. There appears to have been £10 added. The £5 16s. is in my handwriting. I could not say who has added the 1 before the 5; I should not think I did. February 26: The items are all in my handwriting. I see there is an error of £10 in the extension. I have not any recollection of adding the £1 before the £1 18s. The marginal additions have been altered from what they stood originally. (Turn to Meihana Takihi, folio 288.) That is Mr. Maney's addition in the total (£10 error in carrying forward balance from old ledger.) Did you notice there are numerous entries, not in the day-book, which are carried into the ledger? I have not referred to such items. Mr. Maney did not write up his books every evening, sometimes not till two or three days after. He would then come up to the room I used as an office, and tell me what entries were to be made. He would sometimes take the books into his own room, and write them up himself. Mr. Maney would sometimes pay Natives at the house, and very often when he saw them in town. I used not to make payments to them except in small sums, occasionally. Mrs. Maney (since dead) would often pay money at his request. Have you any recollection of specific moneys having been paid to Pene Te Ua? I recollect his receiving moneys, but do not know to what amount; I should say several times, to the best of my recollection. I should think I must have seen the account of Pene Te Ua as being totted up to £140 on the day the settlement was made. The former account had been balanced before I entered up those sacks. This document (Pene's admission of debt produced) is my own handwriting. The amount under the head "Omua" is what Pene himself sent out to me as his balance. I fancy that it is arrived at by the £8 10s. for sacks carried down, reduced by a small payment in produce. I remember that being signed. There was no dispute as to whether he owed that money or not at that time. I am not aware that the balance admitted on this paper was paid. I have it in my hands for collection, and am still collecting old debts—debts of the old concern at Meanee—for Mr. Maney.

Otto Daniel Von Dadelszen.

I am accountant at the Union Bank of Australia in this town. I have inspected the account of Meihana Takihi, at folio 228, Maney's new ledger. The amount at the top of the page appears to be carried forward wrong from the old ledger. It appears to be £3 14s. in the old book and £13. 14s. carried forward. The first entry looks rather as if a 1 had been put in and crossed out, and put in again. The marginal addition appears to have been correspondingly altered, making £10 additional.

[Pene Te Ua, folio 358.] Several of these items appear to have been altered since, as far as I can judge. February 14: There appears to have been a £10 added. February 26: The items are wrongly extended, £10 wrong.

Waikahu.

Complaint No. 19.
***Ex parte* Te Waka Kawatini.**

CASE No. XV.

Te Waka Kawatini sworn.

My word about Waikahu is that I should keep my own land. The portion that Meihana agreed to sell to the Europeans let them have, and the portion retained for myself allow me to keep; the farther side was that which was sold, the near side was not. Four shares have gone, the other three are held. The piece between the River Ngaruroro and the road is gone to Giffard. I would not sell the other piece.

Paora Torotoro sworn. *Waikahu.*

Complaint No. 61.

After I was tried at the Supreme Court, the lawyer asked me for my Crown grant. I said, That is the only Crown grant I have remaining, leave that to me. The lawyer was Mr. Lascelles. He said, You must consent to let me have it. He said, If you do not consent you will be put in prison. The thought was Mr. Giffard's; he gave it (the thought) to Mr. Lascelles. The lawyer was exceedingly strong to get the land, and I consented. £300 was the price of my grant; there was £70 taken out for the lawyer. £200 is still with Giffard; he has not paid it to me. The reason of my asking the matter to be looked into is that perhaps Giffard might be trying to retain the £200. I wish Giffard to keep the £200 and to give me back a portion of the land.

Mr. Lee.] Do not you remember, a day or two ago, seeing me near my office, and asking me for the rest of the money? I asked for £2. Did you not ask for the rest of the money? I did. Did I not tell you that as soon as we went before Mr. Turton, the Commissioner, and the deed was approved, we would give you the rest of the money? That is correct. Mr. Giffard gave you £70 at first? It is now £80. The lawyer took £70, I had £10. Have you not had some more money besides the £80? Yes, £8 more. Did you not make a lease, with all the grantees, a long time ago—the piece you are now selling? Yes. Giffard has that lease now? Yes. Did you not agree, in the lease, that the person who had the lease should have right of pre-emption? No; that was said, but it was not agreed to. Have you not made an agreement with Mr. Carlyon to sell this piece of land to him? In consequence of Mr. Lee saying it was to be sold, Mr. Carlyon said he would take it to take care of it for me. [N.B.—It appears that the matter was under the consideration of the Native Frauds Commissioner.]

CASE No. XVI.

Upoko-o-pouto.

Waka Kawatini sworn.

Complaint No. 20. *Ex parte* Te Waka Kawatini.

The place I speak of is on this side of the priest's place. When Mr. McLean came to reside here permanently I agreed to sell Upoko-o-pouto. I asked Mr. McLean to leave some acres for me on it, like Kai-arero. Mr. McLean divided off two acres. I said, Are you only going to give me two acres; give me a larger portion? I then said, Let me have it on the other side of Mr. Maney's, a place where I can build; I shall be close to the eels. Mr. McLean consented to that. He said, You and Mr. Locke must go. Mr. Locke took his horse and I took mine, and we went. I showed Mr. Locke the portion which they (the Government) were to get. I showed him the boundary, and said, This is the portion for you, and this for me. We continued on horseback till we got to the seaside. I showed Mr. Locke the boundary on the seaside, this side for him and this side for me. The drift-timber lodges on the beach. When I have come to take it the Europeans have driven me away. When Mr. Locke and I came back the money (£100) was paid for Upoko-o-pouto to myself and Tamehana Pekapeka. In the morning I went for my surveyor, Fitzgerald. There were three Europeans. I was the only Native. After it was surveyed Mr. Fitzgerald put posts in. I went with the surveyor to survey my own piece. The piece between the priest's paddock and the Waitangi? Yes; and out into the sea. The posts were put into the sandbank out into the sea. What is the Maori name of the priest's paddock? Taumatua. (See Register, vol. ii., 43.) [This block said to be still in the hands of the grantees, Te Waka Kawatini, Manaena, Karaitiana, and others, let to a butcher; formerly it was leased to the Roman Catholic priest.] The Government have taken the other piece, the piece at the gate (toll-gate). They are always doing it in this place.

Mr. Locke.] (Conveyance of the whole of Upuko-o-pouto Block, dated 22nd November, 1866, produced.) That is right, it was sold; but I kept back a small piece for myself. There were two pieces. I sold the Taheke (Hikutoto) and this piece—(boundaries read). My land is included in that. I will not consent to anything which is a theft. When was the first agreement made by you with Mr. McLean for the sale of the land; had it passed the Native Lands Court? Yes, the Crown grant was issued. What was the price first named for this piece of land? (No answer.) How much do you get for the Upoko? £200. Was it paid in one lump? No; at different times. I perhaps got £20, and gave Mr. Locke £10 to pay some debt of Manaena. What did you then get? Afterwards, £10. Tareha had one portion of the money and I another. That makes £120? Yes. Did you not receive £200 afterwards? £100 afterwards. Tareha and I had £100 between us. Tamehana had £100 besides. First I got £20; then Tamehana got £100; then Tareha and I £100. That was all.

Samuel Locke sworn. *Upoko-o-pouto.*

The first treaty for the purchase of the block was in September, 1865. I produce memorandum in Mr. McLean's writing, dated 4th September, 1865. The price of the block was then settled at £300, and there was a reserve of one acre for Waka, at the side of Mr. Murray's fence; £150 was paid on account. This was before the land went through the Court. The agreement is signed by Waka and Tameana Te Uri. It is witnessed by myself. The boundaries, as given by this agreement, coincide with those in the subsequent conveyance. It is expressly mentioned that the boundary goes up to Mr. McMurray's fence at one end, and to the priest's fence (Taumatua) at the other end. On 14th October, 1865, Mr. McLean paid Waka another £150, in presence of myself and Mr. J. D. Ormond, making the whole £300. Subsequently, on 16th August, 1867, the Crown grant having been issued, the conveyance to the Government was executed. Then Waka received an extra £20 on the signing of the deed, surrendering all claim to the reserved acre, as I am informed this was the case, but I was not myself present.

Francis Edwards Hamlin sworn.

Mr. Locke.] Do you remember this deed (Conveyance by Waka Kawatini to Government, dated 16th August, 1867,) and the signing by Waka? Yes, very well. I was not thoroughly acquainted

with the original negotiations for the sale of this block to the Government. I understood the origina understanding was, that Waka Kawatini was to receive £300 for the block, with the reserve adjoining McMurray's public-house, of one acre. Eventually he executed the sale of this block by including this acre, and receiving £20 additional, making the total consideration £320, as set forth in this deed. The Maori translation annexed was signed by Te Waka. The deed was thoroughly explained to him when he executed. Can you recollect whether anything explicit was said about this reserve? I remember now telling him that when he signed this deed he forfeited all interest in the block, including the acre. I remember the deed was executed in the next office, before Captain Curling, the Resident Magistrate of the district. The sum for consideration was left blank. I filled it myself with the words £320. Do you recollect the payment of any money on the signing of the deed? Only the payment of £20.

Omarunui No. 2.

Complaints Nos. 21 and 22. *Ex parte* Te Waka Kawatini and others.

CASE No. XVII.

Waka Kawatini sworn.

It commenced by Mr. Neal asking Paul for that land. After three applications Paul consented to let him have it. Paul wished to lease, it for what term I did not know. I did not know how long Neal was to live on that land, and then it was to come back to us. It was then divided off by a fence. Paul and the others divided off these portions to keep the cattle away from our cultivations. Were any of you living on that block? We were there, and we put the fence up to keep the cultivation. Katene was living in the Omarunui pa when Neal came to buy. I was living at Kohupatiki. Hare and Paora Kaiwhata were also living at Omarunui. Did you sell Omarunui? Omarunui adjoins Kopuaroa. I did not sell Omarunui; I mortgaged it. Kopuaroa is ours. Omarunui was the piece granted, and Kopuaroa is ours.

Mr. Lee.] Do you know Grindell, the interpreter? I know that name, but I object to those documents of his. [Conveyance put in of Omarunui, No. 2, 17th June, 1869, Waka Kawatini to Neal and Close.] I remember seeing Grindell with that person (Fielder) in a place at the back of here, but I signed no document. I made my mark to this document, but it was never read to me.

Mr. Maning.] What do you want? I was told about a mortgage of Omarunui, but it was not read to me. The mortgage is correct and my getting goods. I did not pay for those goods in money. Who let you have the goods? Neal. [Maori document, 8th October, 1869, produced.] Does not that refer to the parting with this land? I know no such man as Hemi Matiaka. I do not know anything about signing this document. It was the large one (the deed before produced) which I signed. Do not you recollect signing that paper on Neal's counter, and there was a boy with you? Nothing was signed at Neal's office; all that was done there was to get glasses—spirits. Settlement of accounts, 24th August, 1869 (signed in presence of Grindell and Bishop).

Omarunui.

Complaints Nos. 31 and 32.

Hare Ngawhakakapinga.

Mr. Neal came to our place at Kohupatiki in order to get a lease of Omarunui. We consented I then went with that European to show him the boundaries. I showed him the portion for him on the Tutaekuri River. We went on to the fence which is the middle of the land. Only the European Neal was with me; no Maori was present. There was a fence, a Maori fence, dividing Kopuaroa from Omarunui—a fence of earth. I showed him carefully to the lake Hikawera, and going through the lake to another fence where the line was to end. When we got to the fence we then continued towards Tutaekuri Stream. We returned to the starting point, and did not proceed any further after that. He then asked me to go to the first boundary mentioned, where the fence was. He said, Whom does this place belong to (referring to Kopuaroa)? I said, This is mine also. He said, Will you not consent to this being thrown in with Omarunui? I said, No, I will not consent. The European said, This is a very small piece of land, you had better let it go with Omarunui. I would not agree, and we then came away. Paul, Te Waka Awapuni, and myself came to Mr. Neal's store at Napier to arrange about the lease of Omarunui. Mr. Neale again asked us to let Kopuaroa be included with Omarunui. He said if we agreed to Kopuaroa being included he would give us £100 for the lease—£100 per annum. We would not consent. We said, No, we will let you have Omarunui only for the £100. The European said, If it is Omarunui alone I will give you £80. It was then agreed that should be the money for Omarunui. When the land was surveyed for the Native Lands Court, the Interpreter asked that Kopuaroa should be included with Omarunui. Mr. Grindell was the person who asked. We would not agree to that. He then said, Let there be a survey made of Neal's piece, and also of that which is left for you, in order that there may be no difficnlty respecting this land. We would not consent to that. We opposed the survey of that portion. The Interpreter said it would be the best thing to do, because it would show which was European land and what was left to us. We agreed to the survey. I know nothing of the land going through the Court. After the lease Mr. Neal asked us to sell the land. We did not agree. Afterwards we agreed to sell it. Afterwards we had great disputes about it. He was to give to each person £200 for Omarunui. Did that include Kopuaroa? No; Neal said he would pay it in cash immediately. We agreed to that. When we agreed to sell it then he showed us the plan. He said, This is the land you have agreed to sell to me up to Kopuaroa. The little paddock is Kopuaroa. This is the piece that was to be left [Shows it on plan]. We did not agree to sell this portion. The sale only included what was in the lease. We would not agree to let the other be included. Neal and Close showed us the plan of the land that was being sold to them. The interpreter said, This is the land you agreed to sell, Omarunui to Kopuaroa. We said, That is not so. He said, You have agreed to sell Kopuaroa with Omarunui. We disputed over it, and were obstinate. We would not give way. Afterwards a European named Bennett got this Omarunui. Those two, Neal and Bennett, knew of it. At that time Bennett told us when we were living on Kopuaroa we were to leave it. I said, No; this where I am belongs to me. There is the

piece that Neal gave you. He said, No; it was the whole of it. We disputed over it. It continued, so we have been disputing the matter ever since. Bennett has held the land. Hare Torotoro is the name the Pakehas give me. I am son of Paora. We left it because the European was strong to drive us off.

Mr. Lee.] That is my handwriting. What is meant by the term "the two paddocks"? Through hearing those words, I say this one and this. Before the lease you had agreed to give the two pieces? I do not know the time of the signing of the lease or of this (which was first). I do not know Hemi Matiaha. I signed that document at Neal's store; Neal instructed the surveyors, all I did was to show him the land. The surveyor was this person (Ellison). I did not show him the boundaries in the grant. I did not point out Kopuaroa to him. Did you consent with Grindell that Kopuaroa should be included in the survey? I agreed that there should be one survey? What boundary did you show the surveyor? I only remember showing him the boundary of what we consented to sell. I know the surveyor (Ellison) speaks Maori. Do not you remember the surveyor telling you that it was as well to make the survey of the whole (including Kopuaroa) at once? I do not remember. I am certain I went over the ground with Mr. Neal. Did you show Close the land? Not that one, the other. Do you remember starting one day from Neal's store to go with his partner to the land, and a half-caste lad with you? I do not remember. I am quite certain I went over this land only with Neal. When you first talked about selling this land, did you not mention the two paddocks? No. Is that your handwriting? Yes. [Deed of conveyance and the translation, 13th July, 1869, produced to witness.] The Maori deed was read. Since that land went through the Court, how long have you lived on it? I cannot exactly say. Have you stayed there more than two days? We stayed there a good while after the Court was held. Did you stay long after you had dealt with Mr. Neal? Yes. Who was living there with you? Paora Kaiwhata. Was it not Paul Kaiwhata who went on to that land, and you merely went to him? I merely went to him; Paora Kaiwhata was opposing the Europeans. Do you not recollect, in September, 1870, Paora Kaiwhata agreed to leave, on Neal and Close paying for the fencing? I do not know of the talk of Paul about the fence. Do not you know that Paul was paid money to go out, because he had put up a fence? I do not know. I do not know that he got any money. You did not occupy the land, it was Paul Kaiwhata? Previously I had been living there. Why did Kaiwhata go on that land, he was not in the Crown grant? I do not know the reason. It was through Paora Torotoro that Paoru Kaiwhata was not in the grant. The Kohupatiki people were opposing the Europeans. I went to hold the land. Do not you remember that Kaiwhata cut his crops and put them over the fence on to his own land, and left the land? I remember about the wheat being cut, but it was not taken to another place. It was in consequence of my disputing with Bennett because he threatened to summons. I do not know the day Paora Kaiwhata left. Since he left, have the Kohupatiki people gone there? Not after Paul left. Has Awapuni ever gone on the land since the sale to the Europeans? Yes; he continued to remain there till after Bennett got the land. Did Paul Kaiwhata go on to that land before you had parted with it to Neal and Close? Yes; previous to the sale. I do not know how long he had removed there previous to the sale. At the time it was surveyed, were any Natives living on it? Not permanently; there were first one or two there, afterwards there were a good many there. A considerable number were living on the land when Bennett got it. When he threatened to summons us, we knew by that that the land was gone to the Europeans. Do you remember two or three months after Paora Kaiwhata left, you went on to the land and dug up some gate posts? Paul was there at that time. I dug up one gate post. I threw it on one side, and told the European the land did not belong to him. Did you not get a summons from the Supreme Court in consequence of that? I received a summons on account of the land, and of the gate. Did you not go to a lawyer about it? Yes. You have never been on the land since? I did go after I had received a summons, and other persons too. I found people living there, Maoris—Pera, Awapuni, Paora Kaiwhata, Katene. Was not that on another paddock, land that has never been through the Court? No, on this paddock, Kopuaroa. How long is it since any of you have been on? I do not know the years. They went when they heard the land had gone to the Europeans. I do not remember the number of acres given. (The lease was of 143 acres, the conveyance of 225 acres.) I did not hear the acres of the sale mentioned—that it was larger than that given in the lease. As to the account—Have you not had, from Neal and Close, money and goods to the amount of £200? I know that I am indebted to them, but I do not know of it making £200? Do you not remember that you have seen an account book, and had it cast up from time to time? No; it has never been done, only he spoke one day and told me my debts were to end, but showed me no book. Have you been to Neal and Close for money or goods lately, since dealing about this land? Yes; I have been Since selling the land, how much money and goods do you think you have had? I do not know. Have you had £200? I do not know. Have you ever been to Neal and Close's to get goods and been refused? They never refused me credit. According to the books of Neal and Close, the last sum you got from them was £2, on the 28th August, 1869? I do not know of that money, £2; the goods I might know about, but I do not remember about the money. The documents did not show me that, but the Europeans told me that I was not to get any more. I said I did not understand about the finishing of the account. I said to him at that time, On another occasion I will come and see my account. When I went, he said the matter was finished. The accounts were not interpreted to me. Have you not from time to time had your account made up—a line drawn to show you how much you owed? No; I never did. He used to put down the price of each article in a book like that (produced). Mr. Grindell did not, between the time of the mortgage and sale, explain to me what I owed for the mortgage and other debts. At the time we were talking about selling the land, Grindell mentioned the debts. Sometimes I was alone, at other times Paul and others were present? Can you remember when Grindell explained how much each had had under the mortgage, and how much debit as well? No; he did not do it that way. Were not Waka and Awapuni present at this time in the back store of Neal and Close? I do not know of Grindell explaining the account to us at all. Were you not told that you owed £137 15s. on the mortgage? No; that was not explained in that way to me. It was not arranged that all the debts of the Natives should be thrown together and divided equally.

Omarunui.

John Bennett sworn.

I held the Omarunui Block No. 2 under two leases of different parts. One of the leases was dated in 1869, the other in 1871. The one of 1869 was of the larger portion of the block, the eastern portion of the block containing 143 acres. The other lease in 1871 contained the remaining portion of the block—eighty-two acres. I met with no obstruction to my occupation of the 143-acre paddock. I had taken possession of the eighty-two acres for Neal and Close before I leased it from them. Whilst I was so in possession Hare Torotoro (*alias* Ngawhakakapinga) came and pulled up the gates. Messrs. Neal and Close summoned the four grantees in the Resident Magistrate's Court. I think that case did not come on for hearing. Afterwards an action was begun in the Supreme Court. I understood that they withdrew all opposition, through their solicitor. After that I was not interfered with, and have not been up till now. Towards the close of 1872 I negotiated with Neal and Close for the purchase of this Block, subject to a mortgage for £600 to Messrs. Wilson and Purvis Russell. I paid £800, and took the mortgage on myself. Before I completed I inquired of Awapuni, and he said that the arrangement in the Supreme Court ended all difficulties. (I can understand Maori and believe he understood me; but I am not a Maori linguist.) Since I have bought I have had a conversation with Paora Torotoro. He asked for money to pay the gate; he asked me for 1s. I said, I hear you are trying to make up some noise about this Omarunui purchase. He said, It is all done. There have been no Natives residing on the block since I took the second lease. It was just before I got the second lease that Hare dug up the gate. It was after I got my first lease that Paora Kaiwhata went on to the block. He fenced it in and cultivated it. I know how Kaiwhata was got rid of. He was paid for his improvements, and went away. He informed me himself that he had no further claim. Was it when Paul Kaiwhata went out that you were its possessor? Yes; he moved his crops into an adjoining paddock, carted and stacked them, pulled his whare down, and away he went.

Hare.] Which piece was it we did not oppose you in? The largest piece. Did I not oppose your taking in the smaller piece? Not after you took up the gates. Did I not oppose you on account of your horses going on the small paddock? It was all at the same time.

Hikairo.] What words did Awapuni use when he said all difficulty was done? (Witness here ave a sample of Pakeha-Maori.)

Omarunui.

Complaints Nos. 34 and 35.

Paora Torotoro sworn.

Mr. Neal asked me to let him have Omarunui under lease. I said, It was well; let it be £200 per annum. Mr. Neal said, No, it is a small piece; I will give you £80. I said the boundary on the side of the Lake Hikawera would be at Braithwaite's boundary; and on the other side, Tareha's fence. The said boundary was the division between Kopuaroa and Omarunui; Kopuaroa was to be left to me. (Witness was told this was admitted as to the lease, and asked to go on to the sale alleged to be of both pieces.) After this, Grindell said I had better survey Omarunui. I said, Yes; but Kopuaroa must not be surveyed. Grindell wanted me to include Kopuaroa. I would not consent. Mr. Grindell urged, as a reason, that the survey would make it clear; a piece for the Maoris and a piece for the Pakehas. I afterwards agreed to survey, thinking at the same time that Kopuaroa would come back to me. I told the others of it, that Kopuaroa was still in our hands. Then persons went to reside on that piece, and cultivate it. These Natives went to live there in 1869. In 1870, I went there also—on to Kopuaroa. While we were reaping our crops—our wheat—the white man came and told us to leave the ground—myself, Paora Kaiwhatu, and the other hapus. I said to the Europeans, Go back. Another time they came, and I sent them back again. Grindell heard of this, and he came up there. Grindell said, Who asked you to create trouble about this piece of land—what sense is there in it? He said, There is no one to back you up in this matter. Our dispute ceased, and our work was completed, and I went back to the Kohupatiki. The corn was left on one side of Kopuaroa, not inside the fence. After that, I heard Bennett had put up a gate. I then sent Hare, my son, who broke down the gate. It was put up again, and Hare knocked it down a second time. I know, because I sent him to do that work. On the second breaking down of the gate, the summons arrived. It was shown that the case was to be tried at the bridge at Ngarururo. We went there, but the investigation did not take place. I heard that a new solicitor and Commissioner had arrived here. I sent in my notice to the new Commissioner and solicitor. The first was too late, and also the second. My money was spent, and the case did not go on. The European was occupying Kopuaroa; but I did not think from that it was going to the Europeans. I was waiting for some other investigation, when my land would be returned. I am not aware of having agreed to Kopuaroa going. I do not know how many acres there are in the two paddocks that went through the Court.

Mr. Lee.] At the time of the survey, no one was living on Kopuaroa. We were afraid of the Hauhaus. Paul Kaiwhata first went to live there after the survey was made. Was that the time you made a lease to Neal and Close? After the lease, Paul Kaiwhata went to live on the land. When you went to Kopuaroa, was it not only to visit Paul Kaiwhata? I was there for a year. I had cultivations of wheat for a year. Was it not only at the time of cutting the wheat that you were there? My children were there when the land was ploughed up. Te Waka and myself were the principal men on this piece. I put the names in the grant. Paul Kaiwhata had not as much to say to it as I. Had he not a right to have his name in the grant? His son Awapuni is there. Why was not Paul Kaiwhata put in the grant? The child occupied his position; Paul was not dark at being left out. Why did Kaiwhata leave the land? It was the going up of the Europeans and their disputing together with Grindell. If Paul had remained there, we would have remained together, holding on to our land. Do not you know Neal paid Paul for his fence? I did not hear of that. When Paul Kaiwhata went why did not you stay? I had gone altogether to the Kohupatiki then. (Conveyance Paora Torotoro to Neal and Close, one-quarter undivided of Omarunui No. 2, 225 acres, produced.) I signed that. I did not know I was selling Kopuaroa. I was not so informed. Do you remember. after signing the lease and before the sale, that you executed a mortgage? (The Chairman explained that the lease contained 143 acres and the sale 225 acres, according to deeds.) I know nothing about the acres. The reason of my signing was the name of Omarunui. Had the other names been mentioned I would not have signed.

Paora Kaiwhata sworn. *Omarunui.*

Complaint being read,— Complaint No. 94.

That is a request from myself and all those not included in the Crown grant—from fifty men and fifty women, making a hundred in all—disclosing their trouble in consequence of the work of Te Waka and others who are in the grant. My wooden house is standing at Omarunui. I was there at the time of the fight; after that I was afraid, and went away to Moteo. I completely left it then, and lived at Moteo. I was there at the time of the survey by Ellison. There was a division—Kopuaroa and Omarunui. Which is the principal name? Omarunui. When Paora, Waka Kawatini, Hare, and Awapuni told me that Kopuaroa was to be for us, I went there. They said they had divided off Kopuaroa as a place for ourselves. I went there, and put up a fence. After remaining in occupation two years, I received notice to leave it from the Pakeha; that the land was gone. Bennett told me not to leave the wheat there, but to take it to another farm. Through these words of intimidation I left the place, and took the wheat to the adjoining farm. Have you ever gone on it since? It is two years since I left. That was in consequence of what the European told me.

Mr. Lee.] When you found that the land in the grant was claimed by the Pakeha, did you speak to Paul Torotoro and the others? Yes: what they said was that Kopuaroa was reserved. Was that after the Pakeha had ordered you to leave? We were talking amongst ourselves. Do you remember having a talk with Neal and Close about going off this land? That was what the Pakeha said. Do you recollect signing anything? I did sign. What was that for? That was for my fence. Did you get any money or goods from Neal and Close? £10, and goods and food. Did you altogether get £80? (Memorandum 21st September, 1870—Kaiwhata with Neal and Close, £80, paid—produced.) That is my signature. A plan may have been shown to me. (Memorandum read.) I do not know of those words; I did not understand them. I was referring to the payment of my fence. Where did you stack your corn? In the Maori paddock outside Kopuaroa. Why did you not stack it on Kopuaroa? I have said already that the European came to drive me off. Did you not consent to go off? I consented to the request of the person of the Europeans whose land it is to leave.

APPENDIX TO EVIDENCE ON CASE No. XVII.

I, *James Grindell*, of the City of Wellington, in the Province of Wellington, in the Colony of New Zealand, licensed Native interpreter, do solemnly and sincerely declare—1. That the questions hereunder written in black ink have been submitted to me for my answers thereto. 2. That the answers written in red ink under each question are true answers to the several questions under which they appear:—Were you engaged in negotiations with grantees of Omarunui Block No. 2, respecting that block, and by whom? Yes; by Messrs. Neal and Close, of Napier. State the nature of the transactions in which you were engaged, and the course of negotiations? Negotiations for lease and mortgage, and subsequently a conveyance to Neal and Close. The lease contains only part of the block (excluding a part called Kopuaroa) and the mortgage and conveyances contain the whole block. Explain this? The grantees were heavily in debt to Messrs. Neal and Close, and were continually pressing for further advances of goods, and Messrs Neal and Close required Kopuaroa to be included as further security, and with a view, no doubt, to obtaining posssession of it eventually by purchase. Did you see Waka Kawatini execute mortgage dated 1st May, 1869, in English or Maori, of the whole of Omarunui Block No. 2? Yes. Was the deed in Maori read over and explained to him, so that he could understand that he mortgaged the whole block? Yes; read over and carefully explained to him. Did you see Waka Kawatini execute conveyance dated 17th June, 1869, in English and Maori, of the whole of Omuranui Block No. 2? Yes. Was the deed in Maori read over and explained to him, so that he could understand that he conveyed the whole block? Read over and carefully explained to him. Look at Maori document dated 24th August, 1869, and explain it, and the circumstances leading to your attesting it? To the best of my recollection, Messrs. Neal and Close informed me they were charging the grantees conjointly for the goods advanced by them, and the document in question was drawn up as a receipt for each of the grantees to sign, as his account was settled. Did you see Hare Torotoro execute mortgage dated 1st May, 1869, in English and Maori, of the whole of Omaranui Block No. 2? Yes. Was the deed in Maori read over and explained to him, so that he could understand that he mortgaged the whole block? Yes. Did you see Hare Torotoro execute conveyance dated 13th July, 1869, of Omarunui Block No. 2, to Neal and Close? Yes? Was the deed of conveyance in Maori read over and explained to him, so that he could understand that he conveyed the whole block? Yes. He objected at first to Kopuaroa being included, but, Messrs. Neal and Close insisting, and finding that Te Waka Kawatini had executed a conveyance of his share, he afterwards signed the deed, knowing perfectly well what he was doing. Did you see Paora Torotoro execute mortgage dated 1st May, 1869, in English and Maori, of the whole of Omarunui Block No. 2? Yes. Was the deed in Maori read over and explained to him, so that he could understand that he mortgaged the whole block? Yes. Did you see Paora Torotoro execute deed of conveyance in English, dated 27th August, 1869, of the whole of Omarunui No 2, to Neal and Close? Yes. Was the deed of conveyance translated and explained to him, so that he could understand that he conveyed the whole block? Yes. He too objected to parting with Kopuaroa, and had for some time previously refused to execute the deed because it was not excluded. At last however he submitted, and signed the deed, being thoroughly aware of what he was doing. Do you know anything of the accounts kept by Neal and Close against Paora Torotoro, Hare Torotoro, and Waka Kawatini, or of any adjustment or settlement of accounts; if so, state the extent of your knowledge? Believe I was present once or twice when accounts were shown to the grantees, but I cannot speak positively about any settlement or adjustment of accounts. Do you know of any disputes between the Natives and Messrs Neal and Close respecting the occupancy of the block; if so, state extent of your knowledge, and what part (if any) you took in the settlement or arrangement of disputed matters? Natives refused to give up possession of Kopuaroa. I went up to see them about it, and they repudiated the sale. I told them the documents would prove the sale, and advised them to give up possession quietly,

which, however, they refused to do. Neale and Close subsequently took proceedings against them in the Supreme Court, I believe, and proceedings were stayed, as I understand, by the Natives signing a judgment for damages. I do not know what has been done since. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of "The Justices of the Peace Act, 1866."

Orangitirohia.

Complaint No. 25.
Ex parte Ahipene Tamaitemate and others.

CASE No. XVIII.

Aihipene Tamaitimate sworn.

Your wife Taraipene was one of the grantees of the Orangitirohia Block? Yes. In the year 1870, she with the other grantees conveyed 100 acres to Dr. Ormond? There were ten grantees—eight agreed. At the time of the sale, a reserve was stipulated upon for my wife and her children. Were you present at the investigation before Mr. Turton, the Native Frauds Commissioner? Yes. This is a plan of the reserve, coloured green (Registry of Deeds, ix. fol. 500). Was the agreement for a reserve mentioned before Mr. Turton? Yes. Was it perfectly explained before Turton by yourself and your wife? Mr. Turton said the 100 acres went to Dr. Ormond, and the four acres were given back to Taraipene for herself and children. Mr. Turton said no one else could interfere or go on that land. Were you satisfied that all that was rightly done? I thought that what Mr. Turton said was right; but now I have heard this new talk. If you thought what Mr. Turton said was right, why did you come before the Commissioners? Because I understood then that the matter was finally settled to us; but afterwards I heard that the word of the European was, that the land should return to him after the death of my children, hence my application to the Commissioners. Were you not told before the Commissioner, that the land was reserved only for the life of Taraipene and her children? No; that was not said. Was any one present besides before Turton? Te Wata was present.

In reply.] The words mentioned in the document are new. Mr. Worgan was the interpreter. Eight grantees consented to sell. Taraipene and Rauhira Timo refused. Mr. Worgan asked me to be strong to try and get them to consent. There was a European present, who is in town. Worgan said, See Dr. Ormond about giving back the five acres. Turton asking me, Is this selling to Dr. Ormond right? I said Yes; but what about Taraipene's acres? Turton said, That is clear. After they had all been questioned separately, they were all brought back into a large room. Did Mr. Turton say that 100 acres out of Orangitorohia went to Dr. Ormond? Yes. There was no necessity for going to Mr. Taylor's as he has mentioned, because the matter was settled in the Court.

Orangitirohia.

Complaint No. 25.

Te Waata.

I live at the Wairoa. I know about the acres which were separated for Taraipene. I know when Dr. Ormond agreed to lease those acres that Taraipene signed. They were at the Wairoa. It is not true what was said that the arrangement was that when Taraipene died, the land was to go back to Dr. Ormond, as Turton said in Court this morning. It was not said at the time, that when Taraipene died, the land should go back to Dr. Ormond. Mr. Turton was at the Wairoa when this took place. Did you hear Mr. Turton speaking to Taraipene? I heard the words in reference to the five acres. Was anything said about the children? It was said that the land was for Taraipene and her children. It was at the Court first; but there they were contending about this piece; it was at a different place—at a pakeha's house, at some hotel—Taylor's. Were you present in the room? I was present on the occasion when you were questioning the persons who had sold. I was there at the sale, and at your inquiry.

Hanson Turton sworn.

I am the Trust Commissioner at Napier. On 17th August, 1871, at Wairoa, I inquired into a deed of conveyance executed by the Maori grantees of Orangitirohia, purporting to convey 100 acres to Dr. Ormond for £150. The inquiry was commenced in the Court House, and the subsequent part in Mr. Taylor's private room. The deed was explained to the Natives. Payment of the £150 in cash was admitted by them. Taraipene herself appeared, and acknowledged receipt of the portion of the money payable to her. Ahipene (husband of Taraipene) also appeared, and consented to the sale. The question of reserve was mentioned by the Natives. I do not think Ahipene took a more active part than the other Natives, but Taraipene spoke to me about it. I told her that the land described on the plan was for Taraipene and her children; that they could live on the land as long as they liked, but that the body of the land itself had been paid for by Dr. Ormond, and belonged to him. After the conclusion of the inquiry in Mr. Taylor's house, Ahipene spoke to me outside the fence, and I told him again what I had stated inside.

Mr Maning.] I told them the land belonged to Dr. Ormond as he had paid for it, and that they were living there by his consent.

I told Ahipene that no one would have a right (strict right) to live there after the death of the children. Some time afterwards—and whilst at the Wairoa—I saw Taraipene herself. She lives at the opposite side of the river to the house where I was living. I was crossing the river and I spoke to her. A few remarks passed between us about the land. I said, This is the land which is for you and your children. She said, Yes. But you know that Dr. Ormond has paid for it, and that it really belongs to him? She simply threw up her head. I spoke to Ahipene of strict right, because Dr. Ormond had said that he might allow others, not of the family, to live there even after the death of her and her children. Dr. Ormond told me that. I do not know whether he communicated that to the Natives. On the inquiry, the Natives mooted the question of a reserve, and Dr. Ormond said, Oh, that is all right; I have agreed to give them the reserve, but not for ever. He would not reconvey the land. The conversation with Ahipene at the fence began by his asking me for a Crown grant. I said, I cannot give you a Crown grant, nor can the Government.

Ahipene.] Who was near us at the conversation near the fence? I do not think any were near enough to hear. There were persons passing to and fro.

Hikairo.] I think it was about the 10th August I went to Wairoa. The document was signed before I got there by all the grantees. This transaction was brought before me when I had been five or six days there. I did not see Taraipene sign. The question as to whether the land was to be left absolutely for the Natives, or only for life, had been raised before the case came before me, because many of the Maoris had spoken about it. Do you think that Ahipene was clear?—Why did he ask for a Crown grant? I suppose that he wanted some document to show. I told him the deed properly expressed the intention, and that he need not be troubled on that account. I did not cross the water to speak to the woman. I happened to be over there. I should not have spoken to her about it; she spoke to me. It was merely a passing observation I made.

Te Wheoro.] Was all that is contained in the deed finished, or was some of it written down after? They had all signed, and been paid some time before. The memorandum was signed while I was there.

CASE No. XIX.

Complaint No. 27. *Ex parte* Paora Torotoro and another.

Paora Torotoro sworn.

Mr. Sheehan.] Do you know a block of land named Moteo? Yes; I was one grantee and Rewi Haukore was another. I have made a complaint against Sutton and Brathwaite. When did you first have dealings with Mr. Sutton? I do not know the commencement of my debts with Sutton. How long had you been dealing with Sutton before the mortgage? About half a year. I was getting goods during that time from Mr. Sutton. Were you spoken to about this block? Sutton was the first man who spoke to me. What did he say? He asked me to give him Moteo for my debts. How did he ask you to give it? He asked me to sell. Had you previously signed any document? Not at that time. The first deed I signed was a lease. Then Mr. Sutton wanted me to sell.

Chairman.] Did you not mortgage it first? Yes. Why did you give that mortgage? Through my debts. Who asked you to give it? Sutton, in Napier. Was there a Native interpreter employed? Yes. Who was he? Mr. M. Hamlin. State the conversation that took place? Mr. Hamlin said, You must give your land Moteo to your European. I said, Why. He said, For your debts, that amount to £1,000. I said, That is a falsehood. I said, Where are my accounts. I have been three times to ask for them, and he has not given them. Hamlin said, You must give the land, or it will be sold by auction. By this some of the money will return to you. The money that will remain for you will be £1,500. I said, Let it be so; I want £4,000. He said, Your European will not consent. I said, If you do not consent, we must divide the land. Hamlin said, My European will agree to that readily. He said, Where shall the boundary be? I said, At the swamp; the division between the swamp and the open ground is what I meant. He said, Your European has agreed, and you must sign your name. I said, The £1,000 must be given in cash, so that I could give a portion to the outsiders who are owners. He said, Your European has consented to that. I said, Wait till I get the £1,000 before I sign. Hamlin said, Have I not told you already your words have been agreed to. I want you to sign your name. I then signed. This conversation took place at Mr. Sutton's place. He was present at the time. He and Hamlin were talking together. Sutton would speak, and Mr. Hamlin would explain. I signed the deed in Mr. Sutton's store. One of my younger people was there—a man named Peteke. There was no lawyer present. Had you more conversations before the signing? Sutton and myself had. Did Mr. Sutton ever suggest the employment of a solicitor? No. Did the interpreter? No; there was no one else to explain besides Hamlin? Who paid Hamlin? Perhaps his friend; I did not. Did you get the £1,000 then? When I signed I asked for the £1,000. Sutton said it was too late, I must come again to-morrow. In the morning I came back. What time was this when you signed the deed. It had reached 2 o'clock. I do not know the day of the week. I came back in the morning. I said to Sutton, You must give me the money. Sutton said, There is no money; it is aboard the vessel. When you find the steamer has arrived, then you come. He then gave me £5. Do you state that you were to get £1,000 when you signed the deed, and it was to be for half the block? Yes; it was on those promises that I signed. Did you wait for the steamer? After the Sunday the steamer arrived I came in to town. I said to Mr. Sutton, Give me the money. He said, This is not the steamer that has my money. Hamlin was not present; only Sutton and I were present. He named a day, and said, You must come back on that day, and then he gave me £4. I came back on the day named, and asked again. He said there was no money. My thought about that money ceased. Sutton said, Will you not take sugar and flour; anything you like you can have out of my store. He used to give me £2, £3, £5, and £10 by cheque. What was the total amount? I cannot say. In default of the steamer arriving, you began to take goods? That was Sutton's steamer—his store. I began to take goods. Did Mr. Sutton pay for the building of a house? Mr. Sutton said for me to have a store built. He paid for the house; it was not a store. Do you know what Mr. Sutton paid for that building? I told the builders the size I wanted, and they said £200. When it was finished I asked the builders, and they said £300. The painting, paperhanging, and plumbing cost £130; the furniture I do not know what it cost. I got it from a store in Napier. How did you pay for it? Sutton paid for it? Did you tell them to go to Sutton? Sutton said he had all to do with the carpenters. Sutton paid for the furniture. I believe you bought a gig? I bought a buggy for £100. I got it from Sutton. Mr. Sutton lit the carriage lamps and started me off. That was my first buggy. The horse was my own. I also had some goods. I gave £50 for a piece of greenstone. The Maoris had the stone, and I asked him to pay for it. Did Mr. Sutton tell you you owed £1,000 at the time this deed of conveyance was signed? Yes. Did he produce the accounts? No; I asked him twice. Sutton said he knew. Did you receive any receipt to show the account had been rubbed off? No; there was no document given to me. Have you up to the present received any document? No. Have you received any accounts or vouchers since for goods? No. When did you cease to get goods? I do not know; there was a termination. When you ceased to get goods, did Mr. Sutton tell you the time had ceased? It was after I got my house and goods. I received no paper. I heard I was to get no more. Mr. Sutton

told me so. He said, Paul, you must not get any more credit. I had gone to get some more, and I was so told. Had you been previously told your time was nearly at an end? No. At that time did Mr. Sutton give you any papers to show the account? I repeatedly asked for papers and accounts, but I did not get any, and up to the present time I have not received any account. Subsequently to the signing of the deed, did you speak about the division? Yes; about two Sundays afterwards I said, Friend, I suppose the division of the piece for me is clear. He said, Yes, it was perfectly clear.

Mr. Maning.] Why did you ask that two weeks after? I was thinking of that piece of land that was left to me. Was the deed read over by Mr. Hamlin before you signed? Yes. I understood the deed included all the block. Hamlin did not read over the boundaries of the piece that was to be left for me. Did you pay attention to the reading of the deed? Yes. Were the words the same as the agreement with Sutton? The words were different. Perhaps they wrote what I said afterwards. Can you recollect some of the goods you had of Mr. Sutton whilst your credit was good? I got a watch that cost £10. £10 was for a case in Court.

Chairman.] Did you get your goods from Sutton? Yes. The debts I am not clear of are those that were got before the mortgage.

Mr. Maning.] Had you not a number of cupboards in your house? Yes, four. Were they filled with anything in particular? The usual thing to go into a place of that sort is spirits. When Europeans came to look about my house, they could find plenty there. Did you see the other grantee sign? No. I did not hear from Rewi he had signed. Do you remember about a mortgage? No: I remember a lease, not a mortgage.

Chairman.] Do you remember a deed empowering Sutton to receive Brathwaite's rents? No. All I recollect with Mr. Sutton is the sale. I thought Mr. Brathwaite had his land. Did you not sign a deed when your son was present? I may have.

Paora Torotoro cross-examined.

Mr. Lee.] Do you remember telling Brathwaite in 1868 that Sutton would not give you more credit? I do not remember. Did you not ask Brathwaite to lend you money to build a house? I do not remember. Did you not ask Sutton? The only house I know of is my house. Did you not ask Sutton to pay for the building the house? I did not ask. Who began the conversation? Sutton. Was this before the mortgage? It was after my signing. Do you remember seeing Mr. Sutton up at your house? Mr. and Mrs. Sutton and Mr. Hamlin came up just as the house was begun. Do you remember promising to mortgage Moteo to Sutton if he would build the house for you? The only arrangement I know of was in Napier. Will you swear the arrangement was not made at your house? There were a great many people came to my house. How much did you owe Sutton before the mortgage? I do not know. Had you an office and a desk in it? Yes. With a lot of files of accounts hanging about it? No; there were no wires. Did you not keep slips of accounts of storekeepers in the office? All I know is that when I asked for accounts, the Europeans said they knew. Did not Sutton nearly always send out an account with the goods? No. What did you use that room for? I used to write letters. What did you keep in the desk? My own papers. Had you no accounts there? No. Nor in the room? No. You say when you signed the conveyance £1,000 was promised you? Yes, when I signed here in Napier. How much money did you get? I do not know the amount. Do you remember, when you signed the conveyance, signing something else? I only know the document which I signed. (Deed of conveyance of equity of redemption of Moteo produced, Paora Torotoro and Rewi Haukore to Sutton, dated 16th March, 1869; consideration money, £1,300—£300 payable 1st April, 1869; £1,000 payable 16th March, 1870.) Is not that your signature (16th March, 1869—deed of covenant)? Yes.

Chairman.] Do you recollect how much Sutton said was due on the mortgage? He did not inform me. Did he not say £1,200 was due? No. How much were you to get over the mortgage? I do not remember. I refer to the £1,000 cash because that is what I was to get. Do you not recollect Sutton saying there was £1,000 for you to receive? No; he did not.

Mr. Maning.] What did he say? Nothing. But the document says so? If it was about the £1,000 nothing was said.

Chairman.] Do you not recollect what was in the deed (Purport of deed read)? My name was there, but I have no recollection of what was in it.

Mr. Lee.] Do you remember when you signed the conveyance examining Mr. Sutton's accounts? Who was to show them? Martyn Hamlin. No; it was not done. Did you not, on signing the conveyance, take away a note of it? No; Martyn did not give the account. Did not Sutton write out the account? No; there was no book shown where I might see the various things. Was not your house built before Moteo was sold? No, afterwards. Did you not get a full account up to the end of December, 1868? No, it was not given; I was continually asking for an account. Who paid for the food for the carpenters when your house was being built? I gave the flour, potatoes, and pork; Sutton gave beef and pork; my daughter cooked, and they promised to give £60 for cooking. How much money was given for the carpenters' food? I do not know; the children were always asking. Did not you complain that the carpenters had not paid? I looked to Sutton to pay. Did you not understand that Sutton was to pay for the food you gave the carpenters? Sutton said he would pay. Did you not complain that the carpenters had not paid enough? Why should I complain when Sutton had promised to arrange everything. I came and asked Sutton for £60 for the children, and he said, Wait. Did you not arrange with Sutton as to who was to find the food? He was to find part, and I a part. Did you not say you only sold a portion of Moteo? Yes; I said that on Saturday, and I say the same now. Have you ever spoken to Sutton about it? I said on Saturday I had seen him once about it. I do not know when, but perhaps a month after; there were only the two of us. Have you asked Brathwaite for any rent since? I had received the money. Brathwaite has lived there since? Yes. Have you asked him since about the division? If I had known that it was for him I would have asked him. What rent did you get from him? £300. How much of that did you keep yourself? £10 to Rewi and £290 to myself. I was the only person who devoured the money. Why did Rewi have so little? Because my right to the land was greater. Do you

remember Sutton asking what Rewi's share was? No. Do you remember, before selling Moteo, Sutton asking you to reduce this debt? No, Sutton did not say so; these words are new. Do you remember, on the 10th March, 1869, six days before the signing the conveyance, you paid Sutton £28? I do not remember. Do you remember Sutton paying £174 to Maney for posts and rails? Yes? I did not receive all the posts.

Mr. Sheehan,] Was anything said at that time of the £1,000 remaining over for twelve months? No. About any portion being left in Sutton's hands at 10 per cent.? No. Would you have signed the deed had you known the £1,000 was not to be given? No. Did Sutton ever refuse absolutely to give you money? I said, What is the reason of your holding on to the money which is for me? He said, That matter is with Mr. McLean. Did he ever tell you the money was to remain in your hands for twelve months? No. Did any of these transactions take place when Rewi and yourself were present? No; we saw Mr. Sutton at different times. Was Mr. Sutton frequently at your place? He used to go occasionally when my house was new, and other Europeans also. Where was the promise of remuneration to the carpenters made? In Napier, at his own store, when he and I went to dinner at his own store. Do you state that no accounts of your debts to Sutton were shown at the time of the sale of Moteo? No.

Chairman.] Why did you not take Rewi with you when you were dealing with Moteo? I said to Sutton to send some one to bring Rewi. Did you think you had *mana* sufficient to deal with the land? Although Rewi was absent, he would consent to what I had done. Where does Rewi live? At Waiohcke. He is not one of your own people? No; I live at the Kohupatiki. Are you closely related? Yes. How was it you are put in the grant together? The Court sent us outside to arrange who should be grantees, and we picked out two.

Rewi Haukore sworn.

Complaint No. 45. *Ex parte* Rewi Haukore.

Mr. Sheehan.] I am one of the grantees of Moteo. Do you recollect giving a lease to Brathwaite? I do not know of it. Do you recollect signing a lease? Yes; Mr. Sutton and Martyn Hamlin came up to get my signature. It was a document given to Mr. Sutton to take care of it in case some one else would take it. Did Sutton and Hamlin come to get you to sign a document? Yes; Martyn Hamlin was the interpreter. What did Hamlin say they had come for? To ask me to sign a document. I asked what for, and he said for Sutton to look after. Did they pay you any money when you signed? No; except the £10 I got for the lease a long time before this. Do you recollect the lease. Yes; the first dealing was a lease. The next? Was a mortgage. Did Hamlin and Sutton come to you on that occasion? Yes; it was to prevent it being sold by any other person. Were you given to understand you had handed that land to Sutton to take care of? No; I did not so understand it. Did you sign another deed in respect to this land? Yes; they came again to the Waiohiki; I objected to sign. Who was the spokesman? Martyn Hamlin. Why did you object to sign? I objected to sign, and afterwards they said they would give me £300. You understood that you were signing a conveyance? Yes. Did you get the £300? I came in, and Paraone Kuare came with me. I said, Friend, you must give me the £300; and he said, When a large vessel came in from Auckland. I came in when the steamer came in, and he said, I have not got it; would you not like trowsers—coats and trowsers? I took trowsers, coats, sugar, and rum; and afterwards I asked for the money. I got no money, not even £1; in the middle of the period I asked for my account. I did not get it then, and when my account was closed I asked for it; but I have never received it to this day, and I have always wanted to know. I never received an account, and I do not know. Do you recollect who, besides Mr. Hamlin and Sutton, was present? Some of ourselves; Paraone was present also. Did Paraone witness it? Yes; he affixed his name. Would you have signed the deed if it had been explained that it contained a power of sale? No; if I had known it was a mortgage I would not have signed. At that time I was not in debt to Sutton, not even a pipe.

Mr. Maning.] Are you not able to take care of your land? Mr. Sutton was to look after the lease. If I had known it was a sale I would not have signed. Paul was the only person who understood about the lands.

Mr. Lee.] What fear had you about the sale of your land that you should tie it up? I got afraid afterwards when I found it was a mortgage. What reason had you to sign? I thought it was like all other documents. It was given us to sign and we signed. Can you read and write? Yes.

Chairman.] What was said about Paul's debts? They said nothing at that time about Paul's debts?

Mr. Lee.] Did Paul say nothing about it? No. Did he ask you to sign? Paul's name had been signed when they came to Waiohiki. They asked me to sign, and I signed. Did you not, immediately after you signed the mortgage, get goods from Sutton? It was after I came for the £300 I took goods. How many weeks was that after you signed the deed? I have no recollection. We were busy fighting, and were not settled in any place. Did you on 10th October, 1868, get ono shawl and shirt, &c., five days after signing the mortgage? Yes. Did you get some sickles in December, 1868? Yes. Was not that before you sold the land? It was after the signing at Waiohcke I received the reaping-hooks. Was the £300 promised you when you signed the first or second time? The last signing at Waiohiki. Did not Hamlin tell you you had to see Paul for your share of the £300? No; Sutton said he would pay immediately. Has Sutton not told you frequently to bring Paul to your store? He told me once, but Paul would not consent. I went once to ask for my account. Did not Sutton tell you Paul objected to your having £300? I did not hear it. Did he not tell Sutton if he paid £300 to you, you would have to pay some of it back? No; I did not hear that. Will you swear it did not take place? No; I did not hear that. Why did you not take Paul? He would not consent. What did he say? He did not reply. He knew his affairs and I knew mine, and our signing documents was not together. Did he not reply at all? No. Had you any conversation with Paul at the time? When I found he was ill I went away. Who paid you £10 for rent? Paul. What was the whole rent? I only know when Edwards Hamlin gave the money. Did you understand that was all you were to get? Yes. What was the money written in the deed? I was not aware. Was it not read to you? The document was not read by Mr. Hamlin showing the amount.

Chairman.] Why did you object? I knew the land was going altogether.

Mr. Lee.] Did you think that was the proper price? I do not know. Did you not know at the time you signed the conveyance you owed Sutton £50? I was not in his debt then. Was not Paul largely in debt? I do not know. Did you sign those documents (former deed produced)? Yes. Was Paraone Kuare the witness? Yes; the reason Paraone signed was because Hamlin said it was a deed taking care of the land. They came twice to Waiohiki, and there were two signings. Do you recollect the deed being read over? No. Paul's dealings were much more than mine, and are not to be included with mine.

Mr. Maning.] Did you not get goods instead of the money? Yes. What did you think was the reason the goods were stopped? I did not know. What words did Sutton say? He said I could not get any more goods. I then asked for the account. What do you come here for? That portion of the land be given back and part be kept for the goods.

Mr. Lee.] Have you never seen Mr. Sutton's books? I have asked twice for the account but I have never had it. Did not Sutton offer you the account, and you said you would rather see the books? No.

Paraone Kuare sworn.

Mr. Sheehan.] Do you recollect being present at Rewi's kainga when Mr. Sutton and Hamlin were there with a document? Yes; it was a document in reference to Motu. Did you see Rewi sign? Yes, and I was a witness. Did you hear anything said about any money to be paid to Rewi? Sutton and Hamlin said Rewi was to get £300 for signing. Was that said in your presence? Yes.

Mr. Lee.] With whom did the conversation commence? Sutton and Martyn. How long were they there about the business? I cannot say. Do you know whether it was a short or a long time? A short time. Did Rewi raise any objection? Rewi said he would not sign. What reason did he give? He said he wanted to hold on his own place. Were you present? Yes; I heard all was said? Do you act as secretary to the Natives? Yes. Were you not acting for Paora then? No. Who read the deed over? Hamlin. Did you see the deeds? Yes. Did you read the Maori portion? I did not see or read the words. Did you not have the Maori deed in your hand? No. Are you certain you did not read the deed? No, I did not. The document was opened, and we were told to put our names to it. Did Rewi ask for £300? At the writing he did not. When did he? It was a good while after the signing. Tell me what occurred? Sutton was the first to speak. He said, Friend Rewi, we have come to ask you to sign your name to a document. He said it was for looking after the land. Martyn and Sutton both said so. When he said, For what? they said, For fear some other European would get it. This document is for me to look after the land, and I am to give you £300. The signing was done then. They did not say what Paul was to get. Did you not understand that Rewi sold when he signed the deed? No. How did you understand that Sutton was to pay to look after the land? What did you think the money was for? I do not know. Did you hear the deed read in Maori? No. How many times did Rewi sign his name? Once. Did you not witness some documents? Yes. How many times did you sign your name? Twice. What papers were they? I forget about that. Is not your name on both these deeds? Yes. Was it not read over to you? No. Have you been in Court all the morning? Yes.

Mr. Maning.] When did you talk this talk before? I have never spoken before.

Mr. Lee.] Was Paul's name mentioned when these deeds were signed? Yes. Sutton said, Sign this document; Paora has. Was nothing said about Paul's debts to Sutton? No. Nor of Rewi's? No. Are you secretary to Tareha? Yes. Do you keep his books? No. What are your duties as secretary? Writing letters to Mr. McLean and the Maoris. Have you nothing to do with Tareha's accounts? No. Did not Tareha tell you what goods he got from other people, so that you might make a note of it? (The deed was here read over to witness.) I did not hear these words; they were not there.

Henry Martyn Hamlin sworn.

Mr. Lee.] Do you know the Moteo Block? Yes. Who are the Native owners? Paora Torotoro, and Rewi Haukore. Have you had anything to do with the block? Yes; in the first place there was a mortgage from Paora Torotoro and Rewi to Sutton. Paora Torotoro signed at Kohupatiki, and Rewi at Tareha's place. Before the mortgage was signed was there any conversation? There were several conversations about the mortgage in my presence; the principal reason was Paul wanted a house built, and he owed Sutton some money besides. Who was a witness to the mortgage? Hare Torotoro, I think, to Paora's, and Paraone to Rewi's. Was the mortgage explained to Paora and Rewi? Both. Do you recollect what where the terms of the mortgage? I think it was to secure £1,200. Was there a Maori translation attached to the deed? Yes. Was Paraone present? Yes. Was there money owing Sutton by Paora? Yes; Paul admitted owing money at the time of the mortgage. I went over the accounts with him. Was the deed explained to Rewi? Yes. Was anything said about giving his land to Sutton for protection? No. Rewi asked if he could draw some money instead of Paora drawing all? He was told he could, about three to six months afterwards; there was a conveyance by Paora and Rewi to Sutton. [*Note.*—The original deeds being in the possession of the mortgagees, register copy was produced.] Was the deed of conveyance explained to Paora and Rewi? Yes. Deed of covenant, date 16th March, 1869: Do you recognize the document? Yes. Was it explained to the Maoris? Yes. Have you any recollection of the negotiations that resulted? Paul offered to sell, and those terms in the agreement were the only ones Sutton would buy on. Was anything said about £300 to Rewi? Rewi asked for the £300, and he was told he could have it if Paul would agree, and he was told to meet Paul at Sutton's. Did you see any accounts of Sutton's at the time? At the time of the sale I went over the accounts with Paul, showing that he owed £1,200. I believe we were two hours going over the accounts, and Paul seemed satisfied. What does the memorandum in the margin bring to your mind? I remember Mr. Sutton writing in the margin £1,200 is the balance brought forward. Did Paul have any account in writing at that time? I could not say he had, but I believe he always had accounts. Was he satisfied with

his accounts at that time? Yes. Did you ever hear of a part of this block being reserved for Paul? No, there was no word of it; no such thing occurred as the evidence given by Paul.

Mr. Maning.] Did he never complain of being cheated out of his £1,000? No; I never heard a word about it. Did you give them to understand the whole of the block was conveyed? Yes.

Mr. Sheehan.] How long have you been a licensed interpreter? About six or seven years. Where have you been practising? In Hawke's Bay. Did you negotiate the purchase with Paora? No; I was only the interpreter. Did Mr. Sutton ask you to explain to Paul that he could not pay the money except as to the terms of the agreement? Yes. I was simply acting as an interpreter, and used no arguments of my own to induce the Natives to sign. Was there an assurance made to Rewi that he was to get £300? No. He objected to sign? I think he did object. Did you not tell him, on your part, he would get £300? No; I did not. Did you hear all he said? Yes. Was anything said about Paul getting £1,000 on signing the document? No. Who filled in the words £1,000 (in Maori, in the deed of covenant)? I did, on the day Paul signed. Where did Paul sign the conveyance? In Mr. Sutton's store. What time of the day was it signed? About the middle of the day. When did you leave the store? I think Mr. Sutton and I went out to Tareha's pa the same day. How long were you over the business? About an hour and a half. Was the most of the time taken up in the interpretation of the documents? Yes. Did you find the document was readily understood by the Natives? No; it was very difficult to make them understand. Did you not spend nearly two hours in explaining the accounts? Yes. Wen did you go to explain this transaction? About twelve. How long were you engaged from the time you explained that document till you had completed the arrangement? About two hours and a half. What time did you come there? I suppose, when I first came in town, between 10 and 11, I went to Mr. Sutton's store. Paul was there, and Mr. Sutton. The accounts were gone through, the deeds were read over and explained, and then signed. How was the explanation of the accounts made? The items were read over, and Paul was asked if they were correct in some instances in which large sums appear to be paid to other tradesmen. Did you explain the accounts from day-book to ledger? No; I did not. What sort of accounts did Paul receive? In cases that I saw, the items were put down and the total put down. How many did you see? I think three. How came you to see them? Paul would show them to me as we rode home. Were they large sums? I should say £20 and £30. You say at the time the deed was signed Paul had the account? I recollect Paul asking for the account, and I heard Mr. Sutton say he would send it; and afterwards Mr. Sutton said he had sent it. Did you explain to Paul he was not to get the money for twelve months? Yes. You never heard of a reserve out of the limits of the block? Never before to-day. Had you seen Paul in reference to the mortgage by himself? Not by himself; I have seen him with Mr. Sutton. Did you take part in the conversation? Only as interpreter. Who first spoke to you about the mortgage? Mr. Sutton; he said Paul wanted him to put up a house, but he could not do it without some security; he asked me if I would act for him if Paul gave him a mortgage. Did he ask you to promote the transaction? I only acted as interpreter. Was any money paid to Paul at the time he signed? I cannot remember. Have you had any dealings in reference to this block as interpreter since? No. Have you ever been spoken to by Paul about the payment of the money? No.

Wi Hikairo.] Was it the day following Sutton gave the account? It would be two or three days afterwards. Was the matter finally completed? Yes. Why did Sutton tell you? Because Paul had asked for the account.

Mr. Sheehan.] What fees have you received for this matter? I should charge £2 2s. a day, and extra charge of, I should say, £3 3s. Did you receive any bonus over your professional fees? No.

Wi Hikairo.] Was it Paul's desire to sell? Yes. How was it he did not take the money if he wanted to sell? He did want the money, but Mr. Sutton would not agree.

Frederick Sutton sworn.

Complaints Nos. 27, 45, and 171. *Ex parte* Paora Torotoro and Rewi Haukore.—*continued.*

Mr. Lee.] I have had some transactions in connection with the Moteo Block. In 1868 Paoro Torotoro was in my shop. I asked him to reduce his account, which was a trifle over £150. He replied he could not do it until he received his rent from Mr. Brathwaite. In course of conversation, he said Mr. Brathwaite did not use him well in the matter of advances, and said he was anxious to get a house built, and he had come to town to see if he could arrange matters. I inquired what sort of a house he wanted, and was led to believe it would cost from £300 to £350. I said, If he went into a thing of the sort I should want some security, and asked him what lands he could offer. He mentioned Moteo, and several other blocks in which he was a grantee. I had one interview with him previous to the one when the mortgage was signed. The date of the mortgage is, I believe, the 5th October, 1868. I had a mortgage deed prepared to secure £500, and further advances, which mortgage I thought would cover his debt and build his house. I saw Paul with Martyn Hamlin at his own place. We took the deed ready translated. I told Paul I would advance the money if he would sign the deed. I recollect his son Hare and several Natives were there. I explained, through Mr. Hamlin, what I proposed. Paul said that was just what he had looked for a long time, and wished to sign the deed at once. Mr. Hamlin objected to that till he had read over the deed, and explained to Paul. The only objection he made was to the power of sale. He asked Mr. Hamlin, in case the power of sale was exercised, if the land would be sold by auction; and upon being assured by myself and Mr. Hamlin such would be the case, he stated his objection. I know Rewi Haukore; I saw him sign the deed; it was on the same day Mr. Hamlin and myself went to Waioheke, which is about three miles from Paul's place. The deed was explained to him in Whatua's presence and my own. He made no objection when he saw Paul's name to it; the only stipulation he made was that he should be allowed to get goods when he came into town. Four or five months after I had a conveyance; the joint account had run up to £1,200 (of Paul and Rewi). Paul's requirements for cash advances at that time were very large. I complained that his accounts were increasing, and assuring him that when I took the mortgage I had no idea of making such heavy advances; he paid me £28, but he took goods to almost that amount. He said, There were only two things open—either I must make the mortgage larger or purchase it. He asked me whether I would buy it. I said, I would

make an arrangement, as I was not in a position to pay a large sum of money. After a fortnight's negotiation it was arranged with Mr. Hamlin that the land should be sold for £2,500, which was the price Paul asked for it; that £1,200 should clear off my debt, £300 on the 1st April, and £1,000 in a twelvemonth. I am not aware he offered it to any one else. The conveyance was executed in my shop, in my presence, in that of Mr. Hamlin and my shopman, Mr. Hastie. This deed was also signed the same day. (Deed of covenant produced.) Hamlin and myself then went to Rewi's pa. Rewi asked £300 as his share of the balance. I informed him if Paul and he could arrange about the £300 there would not be the slightest objection. Both deeds were thoroughly read over and explained, and I believe the Native Paraone had both deeds in his hands and read them over. Paraone and Tareha's secretary (Rewi) came to me a few days after, and asked for his money. I said, Where is Paul? He told me he had seen Paul, and he would not or could not come. I did not tell him I would give £300; I told him I had told Paul about the £300, and Paul said he would hold me responsible if I gave him any such sum. He told me he was not entitled to such a sum, and he had paid him £5 one time on account of rent, and another time £10. I never told him to wait for the steamer, but he was to see Paul. He never had any money, only goods. I think I paid Reardon £5 for boots for him; he has had £231 13s. He received something like £58 in goods. His account began a few days after the mortgage; the first item is £5 2s. on the 1st October. I never told Rewi the deed was to protect the land; the deeds were thoroughly explained by Mr. Hamlin. Paul got goods and money. There are some very large items; £361 3s. was the contractor's account for building, after deducting £47 for rations. There is also £25 10s. for Oliver, bricklayer; one account of Pocock for £113 9s., for painting, papering, &c.; there is also a subsequent account for water tanks, £40 0s. 6d. for Large and Townley for furniture, also £29 13s. 6d. to Dinwiddie for furniture; £15 14s. to Boylan; £174 to Maney for posts. On 29th April, 1869, a subsequent account to Lindsay, £50. I advanced Paul £40 for greenstone; I did not see the greenstone. There was an amount of £50 on the June. Paul saw his accounts very often; he had full particulars up to 31st December, 1868, in English. I am not certain whether it was in Maori. He saw his account when he signed the mortgage. I rendered a detailed account in December, showing him a debit of £692, after crediting him with £300 for Brathwaite's rent. It was arranged that Lindsay should pay for the rations his men had consumed. Subsequently, after receiving Brathwaite's rent, I made up his account. I remember Paul speaking of his account and of the rations. As a rule he got invoices always after his office was built. I have often seen bundles of the invoices in his office; I cannot say I have seen them anywhere else but in his office. He saw the book the day of the conveyance. He went through item by item, and objected to some £15 or £20, because he had no memorandum. He came in that day on purpose. Mr. Hamlin and myself explained the items; probably we were at the same desk. The account at that time showed a balance due to me of £1,256. The account had only been posted to the 27th February; at that time the entries were posted up to date in his presence while he was in the shop, and it was then discovered the sum named in the deed would not quite cover his debt. There was none of Rewi's account in Paul's account; the account was not transferred till afterwards. After Paul had expressed himself satisfied the account was totalled up, and I wrote in presence of Mr. Hamlin, in the margin, "£1,231 on account of Omarunui," and I carried a balance of £58 over. The account was carried on. On the 1st April, Paul's account was £281; on the 30th April, £500. Rewi's account on the 1st April was about £65. I had two land transactions with Paul afterwards, one which was Petane Block, on which he had signed two conveyances on one day—one to me, and one to Mr. Maney, and had taken money from both—and the Mangateretere Block. There is now a balance of £38. There is no interest in detail in the book, and no interest credited. There is a sum of £100 entered in July in the book as interest on deeds. He has never disputed the account in any way. I never heard of it till I saw the *Gazette*. Paul was present when I entered the £100, and I explained how it would be made up. He has never asked for an account since. I offered him his account, after the Moteo transaction was closed, and he said he had nowhere to put it, as his house was burnt, and he would look through the book. I believe he received a memorandum showing the amount he owed, showing £1,200 was credited. The only account in full I remember his receiving was in December, 1868.

Mr. Kinross.] Did you serve a notice to Mr. Brathwaite to pay the rent to you? Yes; and also notice to deliver the Crown grant in his possession. Did he pay you the rent? Yes. Did you act as his agent in purchasing Moteo? Not in any way. Did you afterwards sell to Brathwaite? Yes; a month or two afterwards. Did you inform Paul of your reasons? Yes; I gave Paul a memorandum that I would undertake to get the house built for £350. Did that letter point out that £350 was included in the deed? No. What was there to show that the debt of £500 was owing, in case anything happened you? Mr. M. Hamlin. Within a week after the deed was signed, I signed the contract to Lindsay to build the house. Between October and March, Paul had £1,350. What amount of the £1,350 was taken out of your store? About £500 or £600 was in goods; the remainder was what I had paid away. I charged the Native £100 for a buggy. I have not an invoice; but I know it cost me £90 from Cousins and Atkin in Auckland. My impression was it cost £85. Was it a fact that Paul drove away with the lamps lighted in the day-time? It was about 5 o'clock on the 1st April. It was blowing hard, and the lamps could not have been lighted at McMurray's. What was the £170 to Maney? I believe it was for fencing; all I know about it is I paid the order. What was the price he paid you? £3,000 in cash.

Mr. Sheehan.] Is there any one else of your name here? Yes. What was the date on which Paul was indebted to you £150? The beginning of October, 1868. When did you inform Paul his account was finished? About December, 1869. He had spent £2,400 in twelve months, giving credit for £300 for rent? Yes. I understood you to say that this transaction was rather pressed upon you? Not the mortgage. I think it was two days after I went out to the pa. When I found Paul wanted £350, I was anxious to get a security. You obtained a mortgage? Yes; the total debit entries are £225 for spirits out of £2,956. Why did you consider it necessary to put in £500? Because

from inquiries I found that the house would cost £350. When did you propose to supply the Native with an account of the interest items? Not at all. Paul has not had a final settlement of accounts up to this date? He has, barring interest. About two months after the conveyance to myself I sold to Brathwaite—15th May, 1869. I received the money in cash from Brathwaite, and £500 over what I paid the Natives. Had you no communication with Mr. Brathwaite between the date of the mortgage to you and the sale to him? I cannot speak positively, but I believe I had not, Mr. Brathwaite and myself not being on speaking terms. Was the conveyance pressed upon you? I was unwilling to go in for it at all. You had a good idea of the value of the land? I have never seen it to this day. I knew it was leased to Brathwaite, and it was from that I gathered the value of it. How long after the sale did Mr. Brathwaite come to you? About six weeks. Did you know the source where Mr. Brathwaite got the money? No. (Mr. Brathwaite had already spent £2,000 in improvements.) Was there no promise made to Rewi Haukore about £300? No. Did you make a provision for Rewi to have £300? No. Do you deny that Rewi was induced to sign on payment of the £300? Entirely. Had you a solicitor acting for you in the matter? No; except in preparing the deeds. As regards legal assistance, it was supplied by you in the matter? For myself only. Mr. Hamlin was employed by me. Did you suggest the employment of a solicitor for the adjustment of accounts? No; I consider the Natives have already suffered far more by the bad advice of lawyers than from any other cause. Did you tell Paul at the time of the mortgage you intended to take legal proceedings? No; the conversation was perfectly amicable. Was not your object in getting the document to get the most of the money taken out in goods? Yes; as it was only on that condition I bought the land. Have you entries of Mangateretere mixed up with those of Moteo? No; they are subsequent. Were the invoices always supplied? On some ten or twelve occasions, so far as Paul knew, there were no invoices given.

CASE No. XX.

Tunanui.

Renata Kawepo.

Complaint No. 68. *Ex parte* Renata Kawepo and others.

The reason of my complaint to the Commissioners is the mortgaging of that land by Paora Kaiwhata and others. I do not remember whether there were six or more. My share went when they gave theirs. I did not sign it away. (At this point it was explained that the deeds were in the hands of mortgagees, the New Zealand Loan Company, and were probably at Christchurch.) Maney said I was to have £1,000 for my share in Tunanui. My debts never reached the money; £200 would be as much as my debts reached to. If they reached £500 in the year, I would pay £200 and leave £300. I was not willing to sell my share for £1,000. I did not want any of my land sold, and did not want to let any go. I did not, till now, know that I had paid more than £650 for Haromi's debts. She is my niece. I had a dispute with Maney, because he said the £1,000 went to pay her debts. Maney had not taken any of my money to pay her debts before this £1,000.

Paora Kaiwhata.

Tunanui.

I mortgaged that land, Tunanui. Renata did not join with me; it was only myself. It was myself and my people. I know of five shares that are gone, and five I do not know about. I know nothing of transactions with Maney. Are they great friends? They are friends—that is true. I have two reasons for my complaint: (1.) One was the non-fulfilment of an engagement that I was to receive £500 on a , in presence of the other Natives. (2.) The other is that the fence of the European is across the Maori land. As to the first,—It being pointed out to witness that he had credit in account (Maney's ledger, folio 377) for £1,000 for Tunanui, he said he did not understand the account. He had asked Mr. Maney to let him see the account, and he would not. Do you continue dealing with Mr. Maney? Yes, he is a friend of mine. Every time I got things I was in the habit of asking him to let me see the books, and he would not. I never asked any knowing Pakeha to look at those books; I only asked him. (Notice produced, 4th May, 1870.) Is that your signature? It is mine. I only know about my name, but the contents of the document I do not know. I was desirous of selling to my European, Mr. Russell, who had the case of the land. I asked £7,000; he said he was not able, and there it ended. Was the document read to you? I do not know. Then how do you know it is about a mortgage? There was one document signed in the presence of Mr. Hamlin, at the Maori Club. I was at the Club, very ill; the doctors were attending me. Mr. Martyn Hamlin and Mr. Maney came to me. They asked me to sign, saying that all the tribe had signed. I got up from the bed and signed. I signed not knowing what was in the document, I was so unwell. It was read, but I was not strong enough to hear. Do you recollect that Awapuni was unwilling to sign, but you explained to him that he had quite enough money, and induced him to sign? I don't know anything about that talk. At Maney's? That took place at Maney's, where we were all drinking and signing. Did you persuade Awapuni to sign? I told them all to sign the agreement for the £500 Mr. Maney promised to give. Did you not know that the purchase money was divided to pay off the debts of the different people? I do not know of that.

Complaint No. 92.

Chairman.] The £500 was money to be paid to us when we signed the mortgage. Did you not get paid? No. Why did you sign then? When we arranged to let Maney have the land mortgaged, £3,000 was the money; and the term of the mortgage, when it was to cease, was also arranged; and I asked him to give £500 to the tribe to whom that land belonged, and he agreed to pay it on the Monday following. What do you mean by the people to whom the land belonged? Us all. The people in the grant? Those who were in and those who were not. On the Monday that we were to get the money, the persons who were in the grant and those who were not assembled at Mr. Maney's house. We had signed previously, when we made the arrangement. This was the day we were to get the money. We asked Mr. Maney for the £500, but he would not give it. I do not know what month this was in. (Mortgage for £2,000 to Maney, 19th February, 1870, produced. Witness acknowledged his signature.) We are resting on our mortgage. I know nothing of a sale.

Wi Hikairo.] (Reads the notice of 4th May, 1870, to witness.) I did not know of those words about a sale. After this I was very anxious to get goods from the Europeans.

Tunanui.

Complaints Nos. 28, 68, and 92.

Hare Ngawhakakapinga sworn.

My complaint is against Maney, because all the money for that land, Tunanui, was expended in paying debts. When that land was mortgaged, I went into the Crown grant. Then Mr. Martyn Hamlin came and asked me to sign my name to the document for Tunanui. We, the persons in the Crown grant, were to go to Mr. Maney. Mr. Maney asked us. He asked us to go and sign our names to the document of the mortgage. He told us we were to get £200 each. I was to get £200. Our conversation came to an end after that. We went back to our own place again; I to the Kohupatiki, and the others to their own places. The Natives were Hoera Te Karaha, Te Awapuni, Rukarei, Timu, and Tamarehai. These signed, and I myself. Hori Rautahi was not there, nor Renata. Where was the kainga of the others? At Ngatohira, above Omarunui; Hanehine Tarewai is the chief man there. Each of the four who signed with me was to get £200. That was the end of our going in a body. We went singly after. I went by myself. When I saw Maney, I asked him for money. How long after signing was this? A good while. I asked him for £5. He said, By-and-bye. He said after his return from Napier I was to go up and see him. I went on another day. He said we were to come down to Napier. When we got to Napier, he gave me £2 only. I then went back. I afterwards went and asked him to give me a plough. Maney gave me an order on a Pakeha for a plough. My having large debts for goods ended there. I took rum afterwards. During the time I was getting into debt for spirits, I got two pair of trowsers, two shirts, and a coat. After that I only got rum. After this I went to Mr. Maney again, and asked him for some rum, and he said he would not give any more credit. I said, Is it really ended. He said, Yes; your debts have arrived at the £200. I said to him, I do not think the £200 has been expended. Maney said, Yes, it is so; your debts have reached £200. I said, Very well—let me see the document showing the money I owe you. He said, I am going into Napier; call on another day, then you can see it. I went again, and found he had saddled his horse and was going to Napier. I said, Friend, this is the day you arranged that I was to call and see the document showing my debts. He said he was going into Napier. I then returned. Some time after, I again went to ask to see my account. Maney said he had seen the accounts and reckoned them up, and found the £200 was gone. I continued to complain from that time down to this. There the matter ended.

Mr. Maning.] I am unable to say what my true balance was.

Hikairo.] I got into debt greatly for liquor. Sometimes I used to get a gallon; sometimes I would not get as much as I wanted.

Mr. Maning.] I used to write by my child always.

Chairman.] Do you know what the total price for Tunanui was? I do not know. I only know the amount which was named as being for me. Do you know how much Paora Kaiwhata was to get? I do not know.

Mr. Lee.] I do not know that Tunanui is sold. Did you not sell your share? I did not. Who lives at Tunanui? Captain Russell had that run; he has it now. My connection with that land was when Mr. Maney got it. Renata and Paora placed Mr. Russell there. He is living on his own land according to my idea. You do not get any rent from Captain Russell? No; I was not in the matter when that land was leased. You have spoken of signing your name to a document when Martyn Hamlin came; what do you think that document was? A mortgage. There was a first document signed by Mr. Hamlin and me together. There was no £200 mentioned in that. There was one after—then the £200 for each person was explained. That was a mortgage; it was not a sale. What is the difference between a sale and a mortgage? I do not understand the difference. I thought at that time that mortgaging was getting money, and the land would come back again.

Hikairo.] How would you get the land back? I do not know how. I can read and write. (Notice 4th May, 1870, produced.) Is that your signature? Yes. (Hare here read the document.) What do you mean by the word "tuku," mentioned in this document? Selling perhaps? (Hikairo repeated the question.) Witness then replied, It was perhaps giving a mortgage.

Mr. Lee.] Did you ever think you mortgaged that land to Captain Russell? No; to Mr. Maney. Does not that paper speak of a sale to Captain Russell? I did not know it was to Captain Russell. Do you remember whether in the mortgage to Maney £200 was mentioned? I do not know whether that £200 was mentioned in the document. Maney explained it so. Do you know how much money was mentioned in the mortgage—was it not £2,000? I do not know. Will you swear that after signing that paper, you ever complained to Maney about not getting your money? No; a long time after I did. Do you not understand that you say in that paper, that you were satisfied with the payment for the land? That is correct; that is a consent of ours.

Wheoro.] What is the meaning of "kia nokeno mana," in the document? It means the land is gone.

Tunanui.

Richard David Maney sworn.

I have had dealings with Renata Kawepo, Paora Torotoro, Hare Torotoro, and Paora Kaiwhatu about Tunanui. The first transaction was a mortgage. (Mortgage, 19th February, 1870, produced.) This is a translation of the English deed. [Renata called, did not admit or deny his signature, and was asked for a specimen.] The mortgage was for £2,000. I handed over all the deeds to Messrs. Russell except this Maori translation of the mortgage. I did not know I had it until recently. There was a sale shortly afterwards to Captain Hamilton Russell for £3,000. The land is broken, hilly, rough, one of the back runs under the Snowy Mountains. There was formerly a lease of the run. The rent was at first £160 or £180, latterly £200 per annum; contains about 31,000 acres, not, so far as I know, fit for agriculture in any part. Kawepo and Kaiwhata were to get £1,000 each. Kaiwhata is a representative man—represents part of the tribe, and is a shrewd man of business. Both Renata and Paora Kaiwhata signed the conveyance. I was present when each of the ten grantees signed the deed of sale. This is a correct statement of the way in which the consideration money was divided. There was no specific agreement with Hare Torotoro as to the amount he was to get. Do you remember, when he

signed the mortgage, promising him a sum of money. All I recollect is, on the sale, promising to get him as much as I could. He was not a person of any consequence. Hoera, the principal person the land belongs to, who always took a leading part, and to whom Captain Russell always paid the rent, informed me that Hare's name had no business in the grant at all. All his claims were on the flats about Moteo and Omarunui. That is the substance of what Hoera told me. I remember Hare asking how his account stood. He was shown. He asked for more; not often. Not after I told him that the purchase money of Tunanui was exhausted; that I had already paid more than I received, and was a loser by the transaction. As a proof that he never troubled me: he has delivered produce to me—oats and pigs—and made payments of cash on a new account with the store at Omahu. (See new ledger, folio 251.) I never agreed Hare was to have £200. As far as my memory serves me, it was distinctly understood that I was to keep as much for him as I could; and when I informed him that I could let him have no more, he seemed perfectly satisfied. I have never heard anything of it from that day until now. The only grantees to whom I promised any particular sum were Renata Kaiwhata and Hoera Karaha, to whom I promised £500. I never told Hare that the whole of his £200 was gone. I never treated him as entitled to a credit of £200. I should have considered him well paid with £50, and so would he at the time. Is Hare under the influence of any of the leading men in the grant? He cultivates at Nga-tehi-ra and Ngahepe both. By my account these grantees get £700 too much. When they arranged to sell Kohurau to Mr. Kinross, they were to give me orders on Kinross to settle the balance due to me. They gave me orders. I took them to Mr. Kinross, and asked him to indorse them. He declined, as the land had not been put through the Court. When the Court sat, there was a difficulty; it did not pass. I still hold the orders. [Witness produced orders on Kinross dated October 10th and 20, Hoera for £80, Awapuni for £60.] (Memorandum 4th May, 1870, produced.) Why was that signed? In consequence of a conversation between Captain Russell and myself. He informed me that some persons, Europeans or Natives, or both, had said that the people outside the grant of Tunanui had not received the purchase money; and that there was a rumour they had not been fairly dealt with. I told him the question was new to me; that I should have been the first to hear it had it been so. That I would see the whole of the parties in company with an interpreter, and ask them to give me a document expressive of their concurrence. I went personally and got the signatures of all the grantees except Kawepo, who was living with me, and a personal friend of my own. I have never had any complaint about that transaction, nor have I heard any until within the last two months.

As to Haromi's Account.

The transfers to Renata's debit were made with his consent; but if he objects, I do not care to let it remain there. Let it remain as a debt of Karauria's estate, and I will take my chance of getting it that way. At present Renata's new account with me is debit, on January 24, 1873, £1,154 17s. There is a balance shown on the old account of £566 19s., which should be augmented by the difference between £345, Tanner's order, instead of £393 as credited. Paul Kaiwhatu's account in the middle ledger, folio 377, shows a balance debit, £3 14s. 6d., August 15, 1871; in the new ledger it is £190 or £200 debit. Pera got a round sum of £100. Why? Because he is in the Pahou. (His balance was settled in that account.) I received £200 commission from Mr. Russell for the negotiation of the purchase. Captain Russell was annoyed at my taking a mortgage on the block, and offered me this commission if I made the purchase. And on Pahou what commission? I did not get anything. And on Petane? Nothing. Or Ohikakarewa? Nothing. Karaitiana Takamoana is the husband of Hoera's sister, and she was not in the grant. When I told Hoera that all the money for Tananui had gone, he came and said that he was much troubled about his sister; that he had not given her any of the money or goods obtained from me; and that Karaitiana was very angry. I finally agreed to let his sister have £50 of goods from the store. Hoera informed him of the fact. Karaitiana and herself drove over in a carriage and obtained them. Karaitiana obtained the goods a month or six weeks after the Tunanui business was closed, April 25, 1870. I do not consider Karaitiana is indebted for those goods, it being a payment on account of Tunanui.

Renata Kawepo.] Where was it I signed the document, the mortgage? As well as I can remember, at the hotel; I cannot speak positively to the month and day. Where was our conversation respecting the £1,000? At the Maori Club, in Napier. There were a number of Natives at the Club at the time; Kaiwhata was sick, and Dr. Carr was attending him. That was when Paora Kaiwhata and Renata agreed to this sale, provided £1,000 was reserved to them; that is my recollection of the matter. Did we not talk at the Club, and I did not agree? You did not consent immediately. You did very soon after.

Paora Kaiwhata.] Were we together when you named the amount for Renata and myself? No; you were not. Was it not, we were to be all together at the time of these transactions, Renata was the only one absent? Most distinctly not; Renata was at the Club. He was not present at the conversation between you and me. The conversation was as to the selling of the block, not as to the signing of the deed. There was no difficulty as to the signing of the deed. Did I not ask you frequently to show me the account? Yes. Did you give it to me? I showed you the account, and went over it with you and explained it to you. Who was present when the account was explained? Sometimes my book-keeper; but I understood enough broken Maori and you broken English to understand any account. If you had explained it to me then, would I now have asked you questions about it? [No answer.] How do you explain Kaiwhata's statement as to the £500 to be paid to the tribe? The meaning is that Kaiwhata expected that £500 would pay all the grantees except Renata and himself.

Hare Torotoro.] What is the acreage of the land? 30,000 acres. How much is the share of each person in the land? I do not know. Do you think that £90 was a sufficient payment for my Crown grant? For all I know it was. How is it that Paora and Renata had so much? Because they were principal men, and you were inferior.

Wheoro.] When Hare Torotoro and the others signed, did you tell them what Paul Kaiwhata was to get? I do not remember that I did. I told them what the whole money was to be. Who made the arrangement that Paul should have £1,000? Himself. What if Paul had said he was to have the

whole? If he had been strong enough to procure the whole of the signatures, I should have had no objection. Who told you that Hare Torotoro's share was £90, or only £50 as you said here? Judging from what the Natives say, and from what I know of him and the district, that is as much as he was entitled to. If the Natives had divided the money themselves he would have got no more, if as much. When Hoera made that statement respecting Hare, was Hare present? No; Hoera would not have made it in that case. You have stated that Renata Kawepo is a friend of yours; what sort of a friend is he? I am his confidential man of business.

Tunanui.

Henry Martyn Hamlin sworn.

(Maori translation of mortgage by the grantees of the Tunanui produced.) I saw Renata Kawepo sign this, and Paora Kaiwhata and Hare Torotoro. The deed was read over and duly explained to them. In the early part of 1870, I was one of the attesting witnesses to all the signatures to a deed of sale of Tunanui—to the signatures of all the ten grantees. The deed was duly interpreted to them as a deed of sale. I do not know if they all signed at the same time. I have no particular recollection as to where the signing took place. [Memorandum 4th May, 1870, produced.] I saw this document signed by the signataries. It was read over to them, the Native translation, before they signed it. I was residing here in 1870. You never heard the sale of Tunanui called in question before, or anything about it? I never did; never heard any objection made to it. I know Hare Torotoro. Are you acquainted with his standing among the Natives? Yes. What is his position? Just amongst the common people. In the division of any purchase money, what share would he be entitled to? The same as any of the ordinary Natives. Do you know Renata Kawepo well? Yes; he and Maney seem always very friendly together. No other European transacts his business. I have been in the habit of seeing Renata two or three times a week since the sale of Tunanui. He has never expressed dissatisfaction with the sale of Tunanui. I do not think he has ever mentioned it.

Hikairo.] I should say that Renata, Hoera Karaha, and Kaiwhata, were the principal men in this block, from what I have heard amongst the Natives.

Renata.] At which house of Maney's did I write? I think at the hotel.

Hikairo.] (He put a number of questions as to Renata's signature of the mortgage.)

Waipiropiro

CASE No. XXI.

Tareha Te Moananui sworn.

I heard that the work of Karauria was going to Mr. Maney's and getting credit, and that land Paherumanihi or Waipiropiro, was the land spoken of. That is what I heard them say at the commencement. I heard what that European, Mr. Maney said—namely, that he wanted Waipiropiro. I went to the land and sent for Renata Te Muera and Noa. When they came, I began to talk with Karauria. I said to Karauria, The talk of you and your Europeans is wrong. Your words are wrong, because the land you are going to give over to the European for his debts is Waipiropiri. I said, That place is full already with us. Te Muera said the same as me; Noa Huke said the same, and also Renata. There were four of us, and we all had the same to say to Karauria. He consented to what we said. He said, I agree to what you say, but the matter rests with you to give a piece of ground to my European. I then agreed to his request. Renata and the others also agreed—four of us. We divided off one end of Waipiropiro. We said, There, that is the portion for you; that portion is for you to pay your debts to the European. It is for you to sell it. The line of division ran across from the Mangahaka to the Waitio. It was the middle portion we gave to Karauria, to sell or lease to his European. We kept Ohou. After this Mr. Maney made that boundary, by putting the fence across. All on the other side was left to us. During the first year I was in Parliament, Karauria came to me; no, it was the second year. He came with Mr. Maney and Mr. Hamlin. They asked me to let them have the other portion, inside the fence, for a lease to him. I did not agree. They were three days trying to induce me to let them have Waipiropiro for a lease. It was in consequence of Mr. Maney's words being satisfactory that I agreed to what Karauria said. This was what Maney said, That he would have the land under lease for seven years, and that then Karauria's debts would be ended. If they were not paid during that time he would hold it longer. When Karauria's debts were paid, then he would have the ground. How paid? Paid out of the rent; taken out of the money that was agreed to be paid for the lease. I said, The boundary for you is Mangahake. (The stream runs within the north-west boundary, following that stream to a place called Te Rua-te-rangi-taumaha). His boundary was to end there, and he was to leave the other portion to the other people. The other piece was to be left for Te Muera and Raniera. There was another piece on the other side of the Mangahake, that Maney took and sowed with grass. When I learned that he was occupying that land, I went and contended with him. He said, Karauria has sold that to me. I said, No. It was after we had spoken about it that I applied to the Government. Maney has continued to say that he has the land, and the dispute has continued up to the present time. After Karauria's death, Maney went to work on the piece between Mangahake and the boundary, and also sowing grass seed on Opou, saying it was his during Karauria's lifetime. I arranged to give Mr. Maney another piece of ground on account of his debts. The payment for the trees at Paiaka was taken by Mr. Maney. Mr. Maney got a portion of the land that bush is on. After Karauria's death, his children cultivated wheat on the portions of Waipiropiro which were excepted. Thirty bags of wheat, two horses, and two cows were given to Mr. Maney for Karauria's debts. These were given by Karauria's children. I heard that Karauria's debts were in respect to spirits. Those are the only debts I know of. He had some wire and some posts. There were four of us holding on to that place—Renata, Te Muera, and Noa. That is all I have to say.

Mr. Lee.] Do you know Karauria Pupu's signature? No, I cannot tell now. I am not a knowing man in handwriting. What was the price of the piece of land (part of Waipiropiro) that Karauria sold? I have said I gave it to Karauria for him to sell, to pay his debts to the European. Did you

not sign a deed selling that, that the selling by Karauria might be perfect at Wellington? That portion was given to Karauria here, not at Wellington. Did you not sign a deed at Wellington to Maney of that land, Waipiropiro? That deed was in respect of the portion that was leased. That was the lease I have spoken about. Do you remember in whose presence it was signed? I do not remember signing, but I remember agreeing to do so. I did not require to sell to pay Karauria's debts. Did you get no money, nor anything taken off your debt? I did not endeavour to get any money from that land. Did you not get credit for £500 for that land? No. Did you not agree that £2,500 was to go to pay Karauria's debt, and that £500 was to be paid to you? No. Did not Karauria talk to you for several days to get you to agree to pay his debts? No, it was not that way; all that Karauria did was to ask me to let that place be leased to the Europeans. Karauria was two days talking to me about it. It was the evening of the second day that I agreed. What made it take so long if it was only a lease? Because the four of us intended to keep that place. Did not Karauria do the greater part of the talking? Karauria and his European. Do you not know that you were credited with £500 on account of this land? I have not been through my account with Maney about these things. After I came back from Wellington I saw my account. Is that your signature? (Promissory note, 21st May, 1870, £499 14s., produced.) Yes. (At folio 456 of the second ledger—Balance of account, Tareha Dr. to Maney, £499 14s.) Sometimes you put your mark? Yes. Sometimes you sign your name? Yes. When I sign my name I thoroughly understand a thing; when I am not certain I make a cross. Do you remember what took place when you signed that paper, the promissory note? I do not remember. Did you not, before you signed that paper, have a settlement of your account, and find out what you owed Mr. Maney? I do not know that I signed this as a settlement of the account with Maney. At the time of the settlement you were allowed credit of £140, rent of the Pohui—Duncan's rent? When the accounts were shown to me, that was done. Were not the accounts shown to you after every transaction for land? Yes. Do not you remember that for this Waipiropiro you were credited with £500? No. Do you know the Parawharitia Block? Yes. Do you know that you were credited with £481 5s. 6d. off your debt on account of that block? I know that. How many people sold it? I was the only person who commenced the talk with Maney about it. What others signed? Manihera Heremaia, Hona, and others. That land was sold for £600, was it not? Yes. You got £481 out of it? Yes. Do you remember giving Maney £600 in money off your debt, at the pa at Waiohiki? I know of that. At the time when you paid that, did you not agree with Maney what the balance was that you owed? Yes; there my knowledge of the account ceased—of what follows in the book. Do you recollect giving Maney a promissory note for a very large sum? Yes, one for £1,000. Did you repay that note? Maney was paid with land. (See old ledger, folio 553, where he is debited with dishonoured bill, July 3, 1868, £1,006 10s. 10d.; and credited with Parawharitia, £481 5s. 6d., and Waipiropiro, £500.) Do you remember, when you signed the deed in Wellington, that Maney signed a document in Maori, and gave it to yourself and Karauria? I do not remember. Do you not remember seeing Maney sign a document in Maori agreeing with you and Karauria about Waipiropiro? I do not remember.

I am not aware of the sale by Karauria of Waipiropiro. The words I heard in Wellington from Karauria and Maney were in reference to a lease. My understanding was that the lease was to run for seven years, and the rent was to go against Karauria's debts.

Manaena Tini sworn.

Waipiropiro.

Tamihana Pekapeka is my father. I will speak in respect of a letter which was received by Tamihana from Karauria, requesting him to go to the bridge, to Mr. Maney's. Tamihana went there. Karauria and Mr. Maney were there. Karauria said to him, Come and see the payment of the money for the lease of Waipiropiro. Tamihana said, Yes. Karauria then asked Maney to bring the money —£15. Tamihana said, Is this money for the lease (rent). Karauria said, Yes. The money was then given—£15. This was the time Tareha spoke about when the land was sold. Tamihana said, If I thought it was a sale I would not agree; but you have said it is a lease, and I have consented. That was the reason he took the money—£15. Tamihana told me what I have said on his return to Pakowhai, and I understood that it was a lease. On the following year he came to get his rent for Waipiropiro. Mr. Maney told him that Karauria had sold the land. On Tamihana's return he said to me, Waipiropiro has been sold by Karauria. Tamihana asked Maney how much money did Karauria sell it for. Maney said £3,000. Tamihana said, Where is the share for me, then? Maney said, What was that I gave you the £15 for? Tamihana said, Did not Karauria and you tell me that money was on account of the lease? Tamihana's idea throughout was that the land was held under lease. The reason of his signing was, that he was told it was a lease. When Karaitiana went into the Parliament, I wrote to Mr. Fenton respecting this matter. Is was not in consequence of my hearing the Commission was going to sit here.

Complaint No. 95.

Tamihana Pekapeka.

Waipiropiro.

Do you recollect signing any document about Waipiropiro? Yes. Where did you sign it? At the bridge, at Mr. Maney's place. At what time? I did not know; the Maoris do not know the year? Who was present? Maney and Martyn Hamlin. Those were all the Europeans. Paora Kaiwhata, Karauria, and myself were the Maoris. What occurred? I have brought you to get the sixpence for the Crown grant for the lease. That was all Karauria said, and Martyn signed the paper. After Martyn signed he asked me to sign. The reason I signed was, Karauria said that it was money for the lease of my Crown grant. Maney was there, and Martyn was the person who wrote. Then the money —£15—was given to me. Who gave it to you? Maney, for the lease of my Crown grant. Was anything said about Karauria's debts? No, that was afterwards. I took the £15, and when I went to Pakowhai I gave it to Manaena. After this I went to Taupo to fight Te Kooti. On my return, after two months, I went to Mr. Maney for the money for my Crown grant. I said to him, I have come to get the money for the lease of my Crown grant. Maney said that it had all been expended by Karauria, a long time before that. That was the end of the payment (the £15 that Karauria said was for the lease). Maney said the land had gone long before. I said, Perhaps Karauria and the others have sold, but mine still remains.

Mr. Lee.] Before the land went through the Court, was not Karauria the principal owner of it? The land was mine. Did you send an application to the Native Land Court? Karauria did. Was it not whilst the Court was sitting, and after Karauria's name was put in, that you asked to have your name put in? Whilst he (Karauria) was talking about Waipiropiro in Court I jumped up. Did not the Judge of the Land Court ask Karauria if your name should go in? The Court asked Karauria. Who was the Judge of the Court? Monro. Are there not Natives outside that grant who are of greater importance than you? There are some persons outside the grant. The only persons in it are Karauria, Tareha, and myself. Question repeated. The land was my own. When did you first know the Waipiropiro was going through the Court? I did not know when those lands were to be investigated. Was it not when you were sitting in the Court that you first heard that land was going through the Court? It was when they were issuing the grant for Waipiropiro that I ran forward. When you met Maney, Martyn, Hamlin, and Karauria at Meanee, at the bridge, who did the talking to you? Karauria. Who invited you to go to Maney's house? Karauria. How long did the talk last? It was very short. Did it not last two or three hours? No; it was a very short time: Mr. Hamlin wrote, and then he asked me to sign. Did not Karauria tell you that this land was being sold to pay his debts? No; that did not come from Karauria. At that time? No. Did not Karauria tell you that he had sold the land, and wanted you to sell too? No. Did not you ask Karauria how much the price was? If I had been told by Karauria that he had sold the land, I would not have signed. I am very strong to oppose that being done. Did not Karauria tell you the price was £3,000? No; if he had said that I would not have signed the document. Did you not say to Karauria, Where is my share? No. I heard from Mr. Maney afterwards that the land was all gone—afterwards. Did not he give you £15, and say, That is all I have left? Karauria said that was for the rent for my Crown grant. Question repeated, Did not Karauria say those words? I only heard from Maney a long time after. Do you deny those words were used, "That is all I have left" when he gave you the £15? All that Karauria said to me was that the £15 was for rent. Mr. Maney gave me the £15 for the lease. Karauria did not give the £15? After Maney gave it to me Karauria reached over to me to give it me again. Did not Karauria say that he was very sad about his debts, that he must pay them some day, and that the land must go to pay for them? No; he did not say those words. Where did you see Maney when you went the second time? At his place at the bridge. Was Karauria dead then? He was dead. Was anybody present when you asked Maney for the money? Only the two of us. Whereabouts was Maney? At his own house. Have you ever asked him since about this land? Not after that, but I told Maney that Karauria's Crown grant might have gone, but mine still remained. You say this was a lease you signed; how much was the rent? I do not know; who can tell. Did you think that £15 was all you were entitled to out of the rent? I was not certain whether that was the amount for each grant (share) or not. Did you ask anybody what the rent was? No. Before you signed that deed, did not Martyn Hamlin read it over to you? No; it was not read over. When Mr. Hamlin wrote in the document it was folded up at once and not published. Did you ever speak to Tareha about Waipiropiro? No. Or Tareha to you? No. Did they say how long a term the lease was to be for? I did not hear of any arrangement about the years. Who was the letting to be to? To Maney. Did not Tareha ever tell you that he had given away the middle part of Waipiropiro for Karauria's debts? I did not know that Tareha has said so. I have my own side; Karauria and Tareha have their own portion, which they may have given for Karauria's debts. We all had that land, and there were others not in the grant. I am quite clear that Mr. Hamlin did not read the document to me. If I had heard Mr. Hamlin reading over the document, saying that the land was to be sold, I should not have signed. Karauria was a grandson of mine. Karauria said when I went to Mr. Maney's, I sent you the letter to ask you to come and get the sixpence for the rent of your Crown grant. Did not Karauria say to you, I sent for you to get the balance remaining after the sale? No.

Recalled.] I was two or three hours talking to Maney. I say hours, but I do not know anything about that. You are the people who know about hours. I was very angry. I was sitting down. It was then that I heard the land was gone. I said the money for those persons who have sold their shares is gone, mine remains. When I gave Manaena the money at Pakowhai, after taking it I complained of its being so little. I said to him, Look at this, it is the money for my Crown grant. He said, For what? I said, For my Crown grant. I told him that Karauria had said that it was money for the rent; and I had still within me that it was money for that purpose.

Waipiropiro.

Complaints 38 and 95.

Francis Edwards Hamlin sworn.

In 1868 I was a licensed Native interpreter. I recollect the circumstances under which this document was signed. (Memorandum signed by Maney, 9th September, 1868, as to redemption of Waipiropiro on payment of Karauria's debts within three years, witnessed by F. E. Hamlin and McIntosh.) I witnessed that document. I translated it into Maori, and Karauria took possession of it. Karauria was a very intelligent Native, one of the most intelligent in the Province; beyond comparison a better man of business than Tareha. A man of very good position amongst the Natives, and an Assessor. He was killed at Makaretu, in Poverty Bay, in an engagement with Te Kooti's people. State the circumstances which led to signing of this paper? Karauria was heavily in debt to Maney, and under negotiation to mortgage or sell this block to liquidate the debts due by himself and Tareha. He objected to execute any deed here without Tareha being present; consequently Maney, myself, and Karauria went to Wellington to see Tareha, who was then a member of the General Assembly. The negotiations lasted four or five days. They were conducted entirely by Karauria; that is, all the talk in connection with the case was done by Karauria. Eventually Tareha consented to sell the land, with the proviso that should they be able to pay off this money, together with the improvements, &c., within a given time, the land was to be handed back to them. To which Maney agreed, and then they drew out the document produced in Court, 9th September, 1868. The proviso was made at Tareha's request. A conveyance was then and there signed by Karauria and Tareha, and witnessed by myself. I forget what was named as the purchase money; something like £2,000. I know Tamihana

Pekapeka. He was looked upon as a minor chief. He is styled a young brother of Te Waka's. When we were at Wellington, Karauria said that, as to Pekapeka's signature, that was a very minor affair. It was for Tareha to sign, and the rest would follow.

Tareha.] Is it correct I signed the document selling the land? Yes; no mistake. Was my signing that document a selling of the land? Yes; your signing the deed.

Henry Martyn Hamlin sworn. *Waipiropiro.*

I know Tamihana Pekapeka very well. I was present at Mr. Maney's hotel, Meanee (I think in 1870, or it might be in 1869), when Tamihana signed the deed of conveyance of the Waipiropiro to Mr. Maney. There were already two signatures on the deed—Tareha and Karauria. Karauria, Tamihana, Maney, and myself were present. Karauria did the talking part of the business, Mr. Maney and I had nothing to say to the thing at the time. Karauria explained to Tamihana that he had sent for him to consent to the sale of the Waipiropiro to Maney. He also explained to him why he wished it sold. Karauria told him that he had run heavily into debt, and that Europeans had been pressing him for their debts. That he had applied to Maney, who had advanced the money to pay these debts. He had also supplied posts and wire for fencing in his place, and also had found money to pay for the labour in putting the fence up and ploughing the land. That the money was all gone for the land (the price had been spent beforehand); that there was a very little left, and that he wished him to have a little affection for his child (Karauria called himself his child). This conversation lasted from an hour and a half to two hours. At last Tamihana consented. Were they having any refreshment? All the time I am speaking of there was none brought into the room. I then went over the deed to Tamihana, telling him that that was the paper turning over the land to Maney, and he signed it. I believe, after the transaction was over, there was some refreshment. Karauria gave Tamihana £15 in the first place, and after a short pause £5 more—£20 in all. Karauria said that that was the balance of the money for the land, all he had got to give him. He said, How can I help it, when one's hands will draw it must be paid for, and therefore there is no more left. Maney paid no money. Are you certain Tamihana understood this was an absolute sale? I am quite sure he understood it, because Karauria himself had explained it perfectly. I afterwards read the deed over—the deed of sale. Some time after the transaction Manaena Tini spoke to me, and asked me whether I did not think it would be proper to summons Mr. Maney; that he did not think that Tamihana had had a fair share of the purchase money. Manaena told me that he had heard from Tamihana that £20 was all he had got. My answer was that he had better see the other grantees; that there was no doubt the money had been paid. Manaena is related to Tamihana; he calls him his father. This conversation with Manaena was some time after the transaction. I have never heard Tamihana say that he understood it was a lease, until the time that it was announced the Commission was to sit here, between that and the first sitting. The deed was executed by Tamihana within a very short time, I should say within a month, after Karauria's return from Wellington with my brother.

Manaena.] Do you think Tamihana would give way easily about signing documents? My experience of him is quite contrary of late. He does not consent easily. Do you say it is only lately? I think it commenced recently. Did you not persistently follow Tamihana at the time he leased Waikahu to Parker? I was not there at that time.

Tamihana.] Did you listen and hear me consent to what Karauria said? Certainly. Did you hear me agree to it? Yes.

Hikairo.] What year was it Tamihana signed his name? I said 1869 or 1870: I would be quite sure, now I have had time to think, 1868. Maney employed me on that occasion, and paid me. I charge so much a day; on this occasion £2 2s. a day. Were you not anxious to have this matter settled definitely? Well, I should always act in the interest of the party that employed me. I do not consider that Karauria was anything extraordinary in ability. The word lease was never mentioned from beginning to end. If it had been, I should have noticed it.

Richard David Maney sworn. *Waipiropiro.*

I heard Mr. F. E. Hamlin's account of the transaction at Wellington. It is as I should have narrated it myself. The transaction between Tareha and Karauria was entirely Karauria's. He took me there. I did not take him. It was entirely at his own request. I recognize both those papers. (Promissory note Karauria to Holder, May 19, 1868, £66 1s. 6d.; promissory note Karauria to Maney, May 7, 1868, £1,818 18s. 6d.) It was by my paying Karauria's debts to the different storekeepers in Napier, and the amount of various acknowledgments of debt which he had given, that Karauria got into my debt. He applied to me to take up his promissory notes and orders. Judgment had been obtained against him in some cases. The large promissory note was for his entire debt. I paid for fencing his land at Omahu. I paid for labour for him on several occasions. Old ledger, folio , 18th September, 1868, credit in account with Maney for £2,500. The consideration in the deed is £3,000: £500 was placed to Tareha's account by virtue of the arrangement in Wellington. Old ledger, folio 553, see credit in old ledger, September 18, 1868, £500. About the same time I bought from Tareha a small block called Parawhariki for £600. Tareha was credited with as much out of the block as I could scrape together for him. He got the lion's share, £481 5s. 6d.; credited for £553. I never saw Tamihana Pekapeka—never in my life, to my knowledge—till he came to my own place at Meanee. He came, I believe, in consequence of a letter sent him by Karauria. I did not converse with him at all that day. Karauria did all the talking. The result was Tamihana agreeing to the purchase. I gave him no money at all. Karauria got some money from me that day, which he said was for Tamihana, and I think he gave it to Tamihana. I know enough Maori to have a pretty good idea of what was going on. It took Karauria some time to get Tamihana to agree. I have never had any complaint about the land. I have repeatedly driven their pigs off the ground, and, until the advent of this Commission, I never heard any complaint whatever from Tareha or from Tamihana. I never did make any agreement with Tareha as to a part of the block. I never had a lease of it, nor any talk about a lease. I never had any conversation with Tareha about the block until I went to Wellington. It was an admitted thing with the

Natives that this land was specially and particularly Karauria's. I fenced the outer boundaries of the block first, and I have since put division fences across the block. Never fenced off a piece for the Natives. Karauria's children have never cultivated within the boundaries of Waipiropiro since his death. I have had no dispute with Tareha about the Mangahaka. I do not know the name. I have had no dispute whatever with Tareha about the land. I gave permission to an old Maori to occupy part of the block near the mill, five or six acres, and to sow it in wheat provided he sowed down grass seed at the same time with the wheat. He was to give me half the wheat, and he did so. He only had the place for one season.

Tareha.] Did you not hear me making an objection when I heard that the land had been sold? I never heard any objection. Did I not have a dispute with you at your place at the bridge? No; I never had a dispute with you. At the time I came back from Wellington, and you were sowing the grass seed? No; I never had any altercation with you. I said to you, Who gave you the land? You said, Karauria.

Chairman.] Did Pekapeka ever come to you and ask you for rent of the land? Never. As to the conversation which Pekapeka reports, I recollect nothing of the kind. The next time I saw him, to my knowledge, after the signing of the deed of sale of Waipiropiro, was a time when he signed the conveyance of Waikahu. Nothing was said that day about Waipiropiro. He never made any application to me about Waipiropiro after signing the deed. I believe there was an interval of two years at least between his signing the conveyance of Waipiropiro and that of Waikahu.

Wheoro.] I gave permission to grow wheat to an old man named Abraham. Where is he residing now? At the same place as then—near my land. I should have regarded him as one of Karauria's old people.

Te Kiwi.

Complaint No. 64.

CASE No. XXII.

Ahipene Tamaitimate sworn.

This is the agreement made by Worgan with us. The agreement for a lease to Couper was first written by me in Maori. I gave it to Mr Couper's father-in-law, Hallett. Who gave you this paper? Dr. Ormond. What was there in the Maori document? We consent that this land should be leased to Wm. Couper for twenty-one years, at £15 per annum. The European and ourselves were to occupy the land during the twenty-one years; and our pigs, horses, and cattle, and our houses and fences which were on the ground, were to remain. We were to have the bush and trees, so that everything might be satisfactory between the European (Couper) and ourselves. We allowed a portion of the trees to go to him when we signed the document (the Maori document); my document. We received £5; that was the first payment. The ten in the grant signed their consent. Did they sign an English deed? Not at that time. Couper got the document, and he gave it to Worgan. How do you know Worgan got the document? Because Mr. Worgan said he had got it. To whom did you give it? To William Couper; he asked me to give it to him to get an English version. This was in 1868. It is mentioned in that memorandum. Couper says he never had anything to do with leasing their land till 1869; 1868 is the time of our document. After the signing of the Maori document did Couper go on the land and occupy it? Yes. Did the Natives cultivate? Yes. And did your horses, and pigs, and cattle feed on the ground? Yes. Was there any disputing? Not at that time; not till 1870, when the European got his deed. I took my posts for a fence to where we had arranged a place. When I took them to the place I began to place some of them in the ground. Couper's wife and children came and set fire to the posts that were lying on the ground. Mr. Worgan came and asked that the persons in the grant might be called together in the Government building at Wairoa. He said, come and consent to the £10 being paid to the surveyor—(they had leased to raise money to pay the surveyor)—to sign our consent to £10 being given the surveyor. I said all the people of the grant are not present; there are two at Mohaka. There were four there, and six absent. The names of Couper, Worgan, and Saunders are in the deed. I went outside, and did not see the first people sign. There is a person can speak to that signing. I went inside and found that the whole nine people's names had been signed. I said to Mr. Worgan, Who signed the names of these people? Mr. Worgan said that Patara had signed them (Patara Whakahoroa (?) grantee). Mr. Worgan said to me, Come and sign your brother's name. I said to him, Let me know what the words are, that I may understand. He said, It only says that £10 is to be paid to George Burton for the survey of Te Kiwi. I said to him, Read what the document contains. He said, How many times do you want me to tell you? It is only the consent of those ten that £10 should be given to the surveyor. I then signed. Was any other European present? Saunders was present, a white man belonging to Wairoa, and Billy Couper. Patara had come when I was talking to Worgan. He can say who signed the first names before I went in. That was an end of that matter. It was in 1870 that the things were done which are mentioned in my complaint; but they had occupied long before, when we first arranged. (Lease to Couper produced.) This is the document I was speaking about, signed by one person. I signed the last name; Te Orakore, my brother's; he is in the grant.

Te Kiwi.

Petera Whakahoro sworn.

Do you know this document? (Lease to Couper, 20th December, 1869, produced.) Mr. Worgan said at the time of our signing that it was agreeing to give George Burton £40 for the chaining. All I had to do was to sign my name to this document. I signed the first name, Erihi Whaehina, and the second name (that is my own); Rupene Hamana held the pen whilst I wrote. Te Wata Karihuka, I wrote his name; his father (Matiu Karihuka is the father of Wata and Erihi) was present. Te Matenga was present, and held the pen. Rongo Hamana, the next, signed himself. Hohepa Karauria signed; he is the father of Hohepa Te Iwirori. Her husband, Hohi Towata, signed for Hohi Waea, who is in the grant. Wi Maihi Kaimono signed for himself. The father of Erihi was present, and agreed that I should sign for her. Nothing was said about this being a lease at the time of the

signing. Who was present at the signing? Worgan, William Couper, and Saunders were present. There was an agreement for a lease before this; Ahipene and Willy Couper made it. Ahipene is the man of business for the hapu. We were all present in Mr. Taylor's house. It was written in Maori. Ahipene wrote it out and read it to us. Couper understands Maori, and knew all about it. What became of this agreement? I do not know to whom Ahipene gave it, but it came to Napier, and we only got copies of it. Was Couper living on the land Te Kiwi when this was signed? He had been there a good while before. It was in April when he came to live there. I know it was April; I am not sure of the year. Had you been quarrelling before about cattle and cultivations? While the first writing existed we were living quietly together; not after this one was signed. Had Worgan anything to do with the signing of the first agreement? No, only with the subsequent document.

George Buckland Worgan sworn. *Te Kiwi.*

I am a licensed interpreter, and I was at the time of the complaint. I attested the execution of a deed of lease from the grantees of the block to W. Couper. I had no part in the negotiations; the original arrangement between the Natives and Couper (who speaks Maori) was conducted entirely between themselves. He applied to me, after making the arrangement, to put it in form, and I recommended him to go to Mr. Lee. From his instructions Mr. Lee prepared the deed, and it was sent to me. I procured its execution. At the same time a number of similar transactions were going on. Nothing in the transaction led me to suppose it was different to any other ordinary form of lease in vogue at the time. The signatures were attested by Captain Saunders, who also speaks Maori; the dates and handwriting, names and attestations and directions, were all in the handwriting of Captain Saunders, he acting as my clerk at the time. I made Mr. Couper a present of my charges, which would have been about 11 guineas, as he was a poor man. Some considerable time after the execution of the document Couper and his landlords disagreed, and the question was brought up of the nature of the lease they had executed before me. I told them, and they said that was not the agreement they had entered into. I took considerable pains to find out what was the nature of it, and I found that the Natives were substantially right in their understanding of the matter. There appeared to have been a stipulation for the joint occupation of the Natives and European. At the time it was executed I knew nothing whatever of the original agreement between Couper and the Maoris. The lease was read out before they signed. I do not remember I ever saw the original agreement. I saw a copy; Ahipene showed it to me some twelve months after the execution of the lease. I do not suppose I should ever have seen it had it not been a complaint. I do not remember ever having the document in any way. As soon as I found the way matters stood, I recommended Couper to have the stipulation indorsed on the deed. As I was ignorant of the existence of the Maori agreement, I did not explain to the Natives what effect their signing would have. I merely explained it as an ordinary lease.

Chairman.] How would you explain a lease? I should point out they had to part with the occupation of the land for a number of years. Did you pointedly explain to the Natives that the lease would entitle Couper to the exclusive occupation of the land? I cannot charge my memory with having done so. [Ahipene's evidence as to Worgan's representation of the contents of the lease read.] That is simply preposterous, it is untrue; there may be some confusion in their minds. Burton, the surveyor, was to be paid £10 out of the first rent. I knew nothing whatever of the nature of the agreement. Who were the Natives present at the time of the signing? I do not remember, there were five or six present, Petera, Ahipene, and Henare; Petera, I believe, signed the names of two or three grantees, the grantees being present. Is it a fact that Erihi Whakina was present? If not at that time, I afterwards obtained her signature. I saw each of the grantees named in the lease, and obtained their execution. Petera signed the names of four or five of them. As to Te Waata Karihuka? I have seen him forty or fifty times in connection with this. Do you know whether Hohepa Te Iwirori was present? Unless I had the deed I could not say. Hohi Paeo Hinekina: have you any recollection how her signature was got? I do not know really whether she signed at the same time as the others, or whether I saw her subsequently. Who signed for Te Orakore? Ahipene signed for him; I think he was at Mohaka at the time. I afterwards saw him, and went over the deed with him, so as to make the execution his. [Mr. Sheehan at this point intimated that he appeared to conduct the case for the Natives, and Mr. Lascelles that he appeared for Mr. Worgan.]

G. B. Worgan recalled. *Te Kiwi.*

Mr. Sheehan.] When were you first informed of the dealing with this land? When the deed was signed, or prior to it. You had nothing to do with the negotiators? No. Were you spoken to by Couper before the preparation of the lease? Couper told me he had made an arrangement with the Natives, and was desirous of having it put into legal form. I recommended him to see Mr. Lee, and get a proper lease drawn. I believe he did so. Will you swear you did not see the original document Mr. Couper held under? Yes, certainly. Will you swear you did not hear of it, and of the terms of it? No; I did not hear of the terms of it. Where did you obtain your knowledge of the terms of it, from which you prepared the document which has been handed into the Court? From Ahipene himself, I believe. Is that your handwriting (Copy agreement produced)? No, but it is a copy of one I wrote. When did you obtain your information? Some twelve months after the lease was executed, after some squabble about pigs—Couper insisting on the rights which he supposed he possessed under this new lease. At the time you procured the execution of the deed you had no knowledge, direct or indirect, of previous agreement different in its terms? None whatever. Was that date filled in at the time of signing? I believe so; and also the names in the body of the deed, written in by Mr. Saunders. (Deed of lease produced, the first signature Erihi Whakatina.) Will you undertake to say she was present when the deed was signed? I think not; I am not certain about it. You say you saw her subsequently? Well, I might say I saw her twenty times subsequently. But in reference to the execution of the deed? Well, I believe I saw her at the pa. When? I should be extremely pushed to tell you at what time. I had business, I think, with some 1,000 Natives, and had some

sixty or seventy deeds to get signed. I remember perfectly well discussing the question with Erihi and telling her that the deed had been executed, and asking if it was done with her concurrence. Did you read over and explain the lease to her? Yes, I did. Will you swear you did any more than explain the contents verbally? I am certain I did read over the deed to her in the Maori language; I will not say *verbatim*, but I told her the contents. Can you swear you fully translated and explained the document to Erihi? Well, I am rather puzzled to answer that question, because Matini (her father) was the person who actively moved in it, and she was almost a cipher. I said in the declaration I did so; and whatever I have said there I will say now. I suppose I saw her every day I was at the Wairoa, and repeatedly discussed the matter with the Natives. How was it the matter required so much discussion? In consequence of the disagreement between Couper and the Natives. How long after the execution did you see her? I have seen her constantly; I cannot say how long after; I imagine it must have been at once. As you cannot say when and where you saw Erihi, how can you say Saunders was with you? I was in the habit of moving about amongst the Natives with deeds; he was always with me. Do you recollect as an independent fact that he was present at that time? I cannot. Will you swear Te Waata Karihuka (grantee No. 4) was present when the deed was signed? That I cannot. Did you know him? Intimately. At the time? At the time. You say now that you do not know whether he was present at the time his signature was affixed? I do not. (Grantee No. 5) Matenga Hie? I do not think he was present. I think all the first five signatures were by Petera. Can you recollect seeing Te Waata Karihuka in reference to this deed? I think I can. At the time this deed was executed I had a great many other deeds to get executed; and my impression is that this man Te Waata came into the office, and was told the deed had been signed, and was asked to confirm it. Have you any independent recollection of the fact—anything beyond your recollection of the way you used to do business? I am positive that it was done, but as to how it was done I am only thinking how it was done. Can you remember who was present? I cannot remember any more than that Saunders was present. You swear that Saunders was present? I swear that Saunders was present. I believe the thing was done either the following day, or within a day or two afterwards. Did you afterwards see Te Matenga Hie in reference to this instrument? I recollect seeing Te Matenga Hie and Te Orakore at Mohaka together—on the road. When was it that you interpreted and explained this deed to them? At the time I met them on the road; on the road I think. What did you do? My recollection of it is this: I met Te Orakore, and saying to him, Ahipene has signed your name to the lease of Te Kiwi, is it in accordance with your instructions? and that he said, Yes. You were on horseback? I cannot recollect whether I was travelling or not. Did you read over and translate that deed to him? I do not think I did, I cannot remember what I did. I went into the business in some way to him. Will you swear that you read over and explained the deed to him? I cannot remember that I did. Did you at that meeting on the road, or at Mohaka, consider that you ascertained sufficiently his assent? I really do not remember what took place. I know I had some discussion with him, and whether I actually read over the deed to him I do not know. Did you see him (Te Orakore) afterwards, until the trouble arose about the alleged wrongful signatures? I do not think I did. I ask you again, Will you undertake to swear that you saw Te Orakore about this lease at Mohaka, or on the road? Yes, I will; I certainly will swear so. Will you swear that you gave him any information of its contents? I do not remember that I did. Were not you and the party whom you met on horseback? I do not remember. Will you swear that anything else took place except the ordinary salutation of parties meeting? I have already said that the fact of the lease being signed by his brother was intimated to him, and his acquiescence ascertained by me. You do not mean to say it was an acquiescence in the terms? No; in his brother's signature. Was that within a week afterwards? Well, a week or a fortnight. (Worgan's declaration as interpreter produced and read by Sheehan.) Is that your signature? That is my signature to this declaration. Is that statement that you were present on the 29th December, 1869, and did see these persons sign, true? There seems to be some mistake in the date certainly. No, the date is incorrect, certainly. Did you ever see the whole of these persons on the one day sign the deed? No. Did you ever see Te Orakore sign the deed at all? Yes. Where? No; I did not see him sign it. Did you ever see Matenga Te Hie sign it? Upon my word I cannot say. He was absent at the time the deed was signed, I know. I am speaking of the manual act of signature: Did you see Erihi, Te Orakore, or Matenga Te Hie sign in the terms of this declaration? I do not remember. Then this other statement—"and that previous to the execution it was carefully interpreted by me to the said" lessors, &c., in the presence of Clement Saunders—is that statement correct? It is substantially correct. I have forgotten the circumstances under which those signatures were obtained. Two of these men were away on that date? Yes. Is the statement true, that on the 29th December you interpreted the deed to them? The date is incorrect; it does not appear to be true. Will you swear (I ask you again), will you swear that you saw this man Te Orakore any time within three weeks of the date of this deed? I really cannot remember five years ago. I have already stated that I met him within a week or a fortnight, but I cannot recall the circumstances. Will you swear that you saw Te Orakore, in reference to this matter, before the trouble had arisen between the Natives and Mr. Couper? I do not remember. I cannot remember these things. I really cannot, I am trying to recover my recollection, and cannot. In reference to Matenga Hie, I ask you the same question, Did you see that man in reference to the deed before the trouble arose? I believe I did; but I am become suddenly confused on the subject, in the effort to remember these things. Was Mr. Saunders with you in the interview on the Mohaka road? No. Going back to the date of the deed, and the people there present, Will you swear that you fully translated the deed to the people there present? I should think I translated it four or five times over; that is to say, I explained its effect. Were you aware at the time the deed was executed, that some of these Natives were actually in occupation of the land comprised in the lease, and had cultivations on the ground? I was not. I do not think, in point of fact, they had cultivations. I am not positive. How long have you been a licensed interpreter? From the year 1867. Is it your idea that a licensed interpreter should attest the signatures to a deed of persons not present? No, certainly not; there are exceptional circumstances. Did you not know that the Act requires you to

declare the exact date and place at which the signatures of each person executing was attested? No; does the Act say so?* What was Mr. Saunders; was he your clerk? Yes. Was he a licensed Native interpreter? No. It was a considerable time after you first learned from the Natives that the lease they had signed was not according to agreement? A considerable time after. Did not Couper attempt to take exclusive possession? Yes; I heard so from all sides. The Natives complained to me about it, and I also heard it from Dr. Ormond. Did you see Couper about it? Yes. What explanation did he give of having entrapped you into so much trouble? I do not recollect what passed, except that I recommended him to indorse the stipulations he had agreed to upon the lease. Will you swear you never received any document in Maori containing the terms of the agreement between Couper and the Natives prior to the execution of the lease? I never saw any such document until after the quarrel had arisen. The statement of Couper that you had any such instructions in Maori is incorrect? Yes. You neither received from Couper, nor heard of from him, any such document? No. The instructions were not forwarded by Mr. Couper to Mr. Lee through you? No; certainly not.

Mr. Lascelles.] Prior to the execution of the lease I had no knowledge at all of the terms of the alleged Maori agreement. During 1869, in how many deeds did you act as Maori interpreter? Between sixty and seventy, I should think; I have distinct recollection of the particulars of very few, especially leases. Where I had acted as negotiator also, I should have a clearer recollection, the whole business having passed through my hands. Natives were coming and going the whole day long for three weeks. At the time of the execution of this particular deed I had, I dare say, twenty-five deeds in hand in which the Wairoa Natives were interested. Can you explain the error of the date given in the declaration? Saunders evidently wrote the declaration; and I do not know that I ever signed the declaration with that date in. It must have been a total oversight on my part. Literally, the whole of the parties who signed may not have attached their sign-manual? No. Are you prepared to state positively from your recollection—not of the particular circumstance, but of your general mode of doing business—that you obtained the assent of all the parties to the lease? Yes; I consider that I obtained a sufficient assent from all of them to warrant me in making the indorsed declaration. I would add, that I was intimately acquainted for a number of years with the whole of these Natives. My instructions were simply to get legal effect given to an arrangement they had made amongst themselves. In your experience, is it a common thing for one man to attach the name of the others by their consent? It is not only common, but very difficult to prevent them from doing it. When I came to work the Act, I had repeatedly to tell Natives not to do it, and almost quarrelled with them for doing it. It is less usual now than it used to be.

Hikairo.] There was a sum of £10 due to Burton from the Natives. I may have stated to the Natives that this was not to be paid by Couper until the lease had been executed. Ahipene is Te Orakore's elder brother, and I felt certain that Te Orakore would indorse whatever Ahipene did for him. Ought licensed interpreters to allow brothers to sign for brothers? I do not think I have done this in other cases; but, as I have said, this was a sort of muddled-up business.

Clement Saunders sworn.

I reside at the Wairoa. I am a clerk, now in Mr. Worgan's employ.

Mr. Lascelles.] Where were you residing in 1869? I resided at the Wairoa, and was Mr. Taylor's clerk. Did you ever witness any signatures to deeds? Whenever Mr. Worgan came I acted for him. (Lease dated 20th December, 1869, produced to witness.) Did you ever see that deed before? Yes; all this writing is mine (attesting clause), except Worgan's signature. Whose handwriting is the date? I believe it is mine; and the names of the lessees are mine. Do you remember the circumstances attending the execution of the deed? There had been a previous agreement made between Mr. Couper, his father-in-law Mr. Hallett, Mr. Lockwood (since dead), and Ahipene. I knew of it only from hearsay. Do you remember when it was executed? I remember where it was, not when. The room was an orderly-room, and then a survey office. Captain Newland let Mr. Worgan have the room to conduct his business. Can you state which of the Natives were present? I do not remember. State all the circumstances you remember. The five first signatures are Petera's handwriting. I believe the sixth signature is Rongo Hamana's; I am not sure Maihi Kaimoana's is his own. I believe Ahipene Tamaitimate signed his brother's name, Te Orakore. Was Te Orakore present? I do not think so; he was a policeman in charge of the blockhouse at Moheka. Can you state who was present? I know Petera, Maihi Kaimoana, and Ahipene were present, and Matiu Karihuka was there; he was the father of two in the deed, Erihi and Te Waata Karihuka. Were Erihi and Te Waata absent? I do not recollect which of those two were absent. Do you remember any of the circumstances of the signing? I know there was something said about £10 to Burton, who had surveyed the land; it was part of that year's rent which was owing then. They had received £5 of the £15 rent, and this £10 was to be paid by Couper to Burton. Was anything else said about it? I remember Worgan got angry; he was asked so many times to explain the things over and over again, that he got angry, and put his pen down; there were a great many in the room, and they asked the same questions over and over again. I understand Maori. What were the questions regarding? What they were going to sign for; whether it was going to be leased or sold.

Chairman.] Were any questions asked about their pigs? Not that I remember. Was any reference made to Maori agreement? I do not remember; the great topic was the £10.

Mr. Lascelles.] Where was the deed at that time? Lying between them, on the table, waiting for them to sign. Were the signatures all signed at the one time? I think they were all got at the same time; I am sure they were all got on one day. Whose hand-writing is the declaration at the back? It is not mine. I should say it was Worgan's. It might have been Holloway's; I believe he was employed by Mr. Worgan. Can you tell how many of the grantees were present? No. Are you able to state whether any of the grantees were informed, and when? I only know of one; Te Orakore

* In fact, the Statute does not in terms require what the question of Counsel suggests.

was informed of it. I believe this was on Mr. Worgan's next trip to the Wairoa. What became of the deed? Mr. Worgan took it away with him. How often was the deed brought back? Several times, on different visits, he took it away with him, and brought it back several times. I know Te Orakore had been up at Mohaka. When Mr. Worgan came back I happened to see him (Te Orakore), and I called him. Mr. Worgan asked him whether he understood the deed, and was willing that his brother had signed the deed for him, and he said Yes. It was not on the same visit on which these deeds were signed. I cannot recollect whether the deed was proved. Does he live with his brother? Yes.

Mr. Sheehan.] Have you any doubt as to these signatures having all been put on the same day? I believe they were, but perhaps not at the same place. Did not Ahipene come in and add that name Te Orakore when the Natives were present? I do not remember. You had heard of the previous agreement? Yes. I had heard of it. Will you swear during that time that no reference was made by the Natives to the previous agreement? I do not remember. Did not the Natives ask whether this lease was not similar to the one in existence? I do not think so, but I will not swear it. What time was occupied in the signing the lease? I do not recollect; it was in the forenoon. Do you recollect anything more than that you saw the Natives sign the deed? Not much more. (Attesting clause read.) Is that statement correct? I saw the people who were entitled to sign do so. Erihi's father was there, and gave her consent. Was Te Matenga Hie present? No. Was he not absent with Te Orakore at Mohaka? That might have been. Is it the usual way to allow a man to sign for another in his absence? It has been done. How often did Worgan come to the Wairoa? Whenever he had business. How long did he remain after the deed was signed? I do not remember. Is it possible he left the same day? It is possible, but not probable. How long afterwards did he come back? I do not recollect. Have you any recollection how Erihi's acquiescence was obtained? I do not remember. Do you recollect seeing Te Waata Karihuka? Yes. Since when have you been in Worgan's employment? Since I came from the Wairoa.

Mr. Maning.] Do you know the terms of the lease? I do not know. Did Worgan mention any unusual conditions? Not that I can remember. Do you remember what he said? I knew the lease at the time; now I cannot remember. Did the Natives appear to object? Only Ahipene. What was his objection? I do not know; he and Worgan went outside, and when they came back Ahipene signed.

Frederick Sutton sworn.

Mr. Lascelles.] Are you acquainted with a Mr. Holloway? Yes. Where was he in 1869? He was a clerk in Worgan's employ. (Deed of lease produced.) The date of the deed, the names of the parties to the deed, the words "twenty-one" and "sixty-nine," are in his writing, and the declaration at the back is in his handwriting, except the signature and the signature of the J.P.

Mr. Sheehan.] Was he employed in Napier? Yes. Was Mr. Worgan in the habit of taking Holloway with him? He has once or twice, but as a rule he remained in the office.

G. B. Worgan recalled.

Chairman.] Was Mr. Holloway at the Wairoa when the deed was signed? No; he was my clerk in Napier.

Te Orakore sworn.

Mr. Sheehan.] I am one of the grantees of the Te Kiwi Block, and a brother of Ahipene Tamaitimate. I recollect the land being leased to the Europeans. I recollect an agreement for a lease to Couper. Did the Natives continue to use the land jointly with Cooper under that agreement? Yes. Was it in Maori? Yes. Do you recollect hearing afterwards of grantees having signed another lease? We did not know it was a lease, it was consenting that the £10 should be paid. Were you there when it was signed? No, I was not present at the signing. Had you authorized any one to sign for you? Ahipene had signed when I heard. Who does the business for the people in this grant? Ahipene. Do you recollect returning from the Mohaka to the Wairoa? Yes. Had you lived a long time at the Mohaka? Yes; that was one of my places of abode. Do you recollect meeting any one on your way back? Yes; Te Matenga and myself were returning together. Had Te Matenga been living with you at the Mohaka? Yes. Whom did you meet? Mr. Worgan. Describe what took place? We just saluted one another and passed on; there was no remaining on the road. Can you remember when the meeting was? I do not recollect. Who was with Worgan? I only recollect seeing Worgan. When you got to the Wairoa did you hear anything of the lease? I heard it had been signed at the giving the money to Burton. How long was it after reaching the Wairoa you heard the document was signed? I heard it had been signed. What was the next you heard about this? Two years after our return had not elapsed before our pigs began to be killed. From the time of your returning from the Mohaka up to the time of the pigs being killed, had you ever seen the lease? No.

Chairman.] Did you ever see Mr. Saunders about the lease previous to the pig-killing? No. Shortly after your return, do you recollect Worgan or Saunders showing you the deed, and asking you to assent to it? I have no recollection of Saunders, and I only met Worgan on the occasion I have mentioned. Was the debt to the surveyor for the survey before the land was put through the Court? Yes, the debt was first. Did the work of pig-killing begin before or after you met Worgan on the road? It was before. Couper's work at that time was killing pigs and boring 1,000 posts and 200 rails; his work was so extensive I could not tell all. Did you meet Couper during this? Yes, I met him and told him his work must cease; our law, which was agreed on in the first instance, was we should live together. I told him to leave off doing as he was, and we should live quietly on the land.

Mr. Maney.] Did you apply to the magistrate about the burning? Ahipene did. The Magistrate, Dr. Ormond, asked us what arrangements had been made about the land. When did you first hear Couper relied on a fresh lease? It was when Couper was employed extensively in burning the wood and killing the pigs; after that he said he should leave the ground.

Mr. Lascelles.] When Ahipene went to the Resident Magistrate, what did he tell him? That Couper had been destroying the pigs and burning the wood, and he said he could do nothing in the matter; we brought it before Mr. Locke. When did you first become acquainted that Ahipene had executed

another lease? When he commenced the work in reference to the wood; I cannot tell the date. Would it be two or three years ago? Three years, going on perhaps for four. Was that the first time you heard of the leases? It is three years since I heard of it; I only know of it. I only now see it. Whom did you hear it from? From Ahipene and Petera. What did Ahipene say? I have written about the £10 for the land; that £10 was on account of the lease, and it was to be given to Mr. Burton. When were you aware it was a lease? I first knew of this when we came to the Commissioner. Have you received £10 for the rent? I have not been taking the money for the rent. Have you received none of the money? No; the reason I did not desire that man should remain. Did the other grantees agree to this? When we all signed, they agreed. Petera and Ahipene signed because it was in reference to the survey. There were two signings, first by me, and then by Ahipene to pay for the survey. Do you state positively you never saw Mr. Worgan but once, and then he passed on? No. Did you not meet him when the row was about the pig-killing? Our talk was with Mr. Turton, and that was the only talk I had; I only know of Mr. Worgan sending the document away. Was not Mr. Worgan with Sutton when you saw him? Yes, he was. Did he not speak about the price of land? I am not aware; this talk was only said to Mr. Turton. Did not Worgan say there was a lease? Only in reference to the signing for the £10. What did Turton tell you? I said to Mr. Turton, I am giving the work to you of Couper; he is killing the pigs and burning the wood. Turton said he could do nothing. Did not Turton say there was another lease? Yes; and I said, Recollect I have not signed. How long after this did you hear there was another lease from the Natives. Does Couper speak the Maori language? Yes. Did he never tell you he had this lease? He spoke to us about this. What did he say? Couper did speak to me; the whole of us (seventeen) stuck to the other. Did not Couper refuse to pay the £10 till a fresh lease was signed? No I was not aware. Why would not Couper pay the £10? It was arranged to be £15 a year, and when the money was due, they went to Couper to sign the consent to pay the £10. Why did you not get the £10 yourself? I do not know anything about the money being given.

Chairman.] Did not Couper say he must have a proper lease drawn up? I do not know. Did not Couper refuse to pay any more money till a proper lease was drawn? I do not know, I was away. Did you ever speak to Saunders about the £10? Since we have been here. Did you never hear of it before? No. Did you never speak to Saunders before about the lease? Not there. Were you not present when Ahipene spoke to you? I was not present when it was talked about. Saunders did not say anything to me. I heard of the document from Ahipene and Petera about the £10. What time of the day was it when you met Worgan? I do not know about the time, it was about the middle of the day. Are you quite sure who was with you? Te Matenga. Who was with Worgan? I cannot say; all I know is of him. Is that the only time you met Worgan? That time, and now at the Commission. Worgan came up then about a piece of land for Newton; Turton was with him. How many times have you met Dr. Ormond on that road? I have never seen Dr. Ormond on the road. Do you know Tiaki Kainga? Yes; I know him. Did you say anything to-day about this lease? He said that I did not know anything of this lease.

Mr. Sheehan.] At the time the agreement was signed, was anything said about another? No; we were promised the European versien of the same document by Couper. Did you ever get that? It is here (produced). Who gave you this? Dr. Ormond gave it to Ahipene. Did you ever consent to any deed or arrangement whereby the Natives gave up all right to the land for twenty-one years? No; my consenting was to Couper and me remaining together, and then I signed. We remained quietly a year and a half.

Mr. Maning.] Did Couper tell you to be off the land? Yes. I said, What is to be done about the first arrangement? and he said, You must be off. Did he say he had acquired any new right. Yes; he spoke about the lease.

Tiaki Kainga sworn.

Mr Sheehan.] Do you recollect any time when the Natives met Mr. Worgan at the Kiwi? I live at the Wairoa. I did not see Worgan, but I saw the second lease. You were not present when the second lease was signed? When I went the document was signed, and the money lying there. Did you hear what the document was for? For taking money for the survey. Was that all you heard of it? I heard there was £10 for the survey, and £5 for the people—10s. each. Did you hear anything else? I heard something on Orakore's return from Mohaka. What did you hear? That he had met Worgan, and he had not shown him the lease. Is that all you heard? Ahipene said to Orakore, We have signed the first lease; that is all. Are you a grantee? No; I heard what took place.

CASE No. XXIII.

Hikutoto.

Henare Tomoana sworn.

Complaints Nos. 72, 83, 178, 217.

The reason I sent in my complaint is that I have a piece in that land. When the land was investigated I was not present. When I came I found the grant had been given for the land. I was inland (i uta). I thought when the land was divided off I should be able to get mine. At the time of the sale of this land I complained about the selling—to the persons who were selling the land. I sent a claim into the Lands Court, and wanted to get it surveyed, and they told me it could not be divided. I have the same idea in bringing a complaint before this Court. What do you propose should be done? I know the land has been sold; it has been agreed to, but I want my portion excluded. I am not talking about the whole of the block, only about my own portion. At the time the land was leased we were all included in the lease. When it came to the investigation of the land, I was not included in the grant. The grantees signed in consequence of the Europeans continually going after them.

Mr. Locke.] Where were you when the Land Court sat? At Pakowhai. How many miles is that off? I do not know. Were you not a constant attendant at the Land Court? I knew the Court was sitting, but was not aware the land was being investigated that day. Do you think Pakowhai is more

than eight miles from Napier? It is within eight miles. Is not Karaitiana in the grant? Yes. Is he not your elder brother? Yes. Did you ever mention this complaint before? I did; because my name was not in the grant—to them (the grantees). Did you get any money for the lease? I did. Any for the sale? Yes, I did. I received goods; I said I received money, but it was goods; Karaitiana had the money. He paid money for me for goods. It was not for debt. Karaitiana bought cows and other things—a steam threshing machine. As to Karaitiana being my elder brother, I do not claim the same way he does—I claim through my father; we had different fathers. I did not know that the persons who are in the Crown grant were to prevent the persons outside from having anything to do with the land.

Hikutoto.

Karaitiana Takamoana sworn.

Complaint No. 83. I repudiate the complaint, it having been made without my authority.

Hikutoto.

Meihana Takihi sworn.

Complaint No. 178. Neither I nor my hapu received any of the purchase money. Where do you live? At Pakowhai. All I have to say is that the persons did not give any to the hapu. Karaitiana is my whole brother. Did you write your complaint yourself? Yes. (On the original being produced it appeared to have been written in English by a European, and to have been signed by Te Meihana.)

Hikutoto.

Hone Wharemako sworn.

Complaint No. 217. When the Native Land Court sat there were three persons placed in the Crown grant. I was excluded. Five were too many, so three were placed in the grant. It was not that my statement was incorrect, but there were 100 names. The Court said that five were too many. I was present. We were told we must have only three, and we went outside and picked out Manaena, Karaitiana, and Karauria. The Judges of the Court said we were to go outside and choose three. Was it not the grantees who said so? No. We were told to go outside and settle it amongst ourselves, and pick three out of the five. Who were the five you speak of? Erueti and myself, and those three who were in the grant made the five. I agreed that those three should be the persons, and that I should be left with the hapu. We agreed that those persons should be in the grant, but it was in consequence of the Court telling us to go outside, that there were too many. At that time ten persons were not allowed in the Crown grant. I was found to be one of the owners of the land.

Hikairo.] In consequence of our disputing, the Court told us to go outside and settle it.

Chairman.] What was your father's name? Te Karawa. What relation was he to Te Moananui? Elder brother. Where do you live? At Matahiwi, about a mile from Clive, on the Tuki Tuki. Who are the principal men besides yourself in that kainga? Te Moananui formerly, now Karaitiana, and ourselves; that is our place. Karaitiana sometimes lives at Matahiwi. Has Karaitiana expended money on the land at Matahiwi? I do not know. Is it fenced? Yes. With a Maori fence? No; European. The money to pay for the wood did not come out of this land; Karaitiana paid for it with money out of other land. Have you got any threshing machines? Yes; a threshing machine. That belongs to Karaitiana. What kind of houses do you live in? Wooden houses and Maori houses. Who paid for the wooden houses? One house was Te Moananui's, which he paid for himself; and of the new ones, one was Karaitiana's, and one was Nikora's.

Hikutoto.

Manaena Tini (Witness) sworn.

Complaint No. 217. What Wharemako has said about being left out is true. But Henare and all the other persons belonging to that land were left out. It was not the Court who said the others were to be excluded. That was a new notion, and we were first trying how it would work; whether we should pick out two or three, or what number. It was said when there were only three or four in the grant, it would afterwards be divided, and the others could come in. Was it not proposed to put five persons in the grant? No; three. Was there any dispute who should be in? No; there was no dispute. When Hikutoto was sold what became of the money? Karaitiana and I took our share. I paid mine away for my debts. What had you contracted debts for? Clothes, spirits; the greater portion was *waipiro;* two or three cartloads at a time. I gave it to the persons I approved of. Did you not spend any for useful purposes—for fencing, ploughs? No. Do you think you have behaved well to the hapu outside? How could it be right when it all went for liquor? Was it the understanding when the grant was in your name that you were to drink all the money? I did not know, and they did not know.

CASE No. XXIV.

Ex parte Tiaki Kainga.

Tiaki Kainga sworn.

Huramua Nos. 2 and 3, Wairoa. Formerly I mortgaged the land to Mr. Carroll. (Nos. 2 and 3.) Mr, Carroll asked me to give it to him to look after; that it was to be land for himself and me. I said to him, Is it true what you say, that the land is for both of us? He said, Yes. He said, If you want to get wood on the land you can go for it. He said to us, If you like to work on the ground you can do so; it belongs to you and me. Tiopira Tapaki and I agreed to this. I said to Carroll, Let your words be true; he said, They are; and I signed the deed. He gave us £6—£3 for myself and £3 for Tiopira. Mr. Saunders was the person who wrote our names. (He was the additional attesting witness, Worgan being the interpreter.) Mr. Carroll told us to go back to the settlement and inform all the other Natives. When we went back we told them that we had agreed to give the Huramua Nos. 2 and 3 to Carroll. After that we came down to Carroll, and asked him to give a portion for the land—the old chief having given the land before to Mr. Carroll—as we were now the persons on the land, flour, sugar, trowsers, and print. It was after this these deeds were signed. He agreed to give us two tons of flour and sugar, and one ton of goods, making three tons, and a plough, if we would come into Napier. It was after all the Natives had agreed to it that we asked for these goods. Tiopira and I came into Napier,

and Mr. Carroll. When we come into Napier we signed again for the land; that was the second time. Mr. Lee was the person who wrote the document. Then Mr. Carroll gave us the things. It was when we got there that we asked him to give us another portion—£50 more—to place alongside the goods. We took the flour and things to the Wairoa. Carroll said, That when we got to the Wairoa, and some of the other Natives had signed, then we should get the money. When we got there we divided the flour and the goods. Tiopira and I had a ton of flour and sugar, half a ton of goods, and a plough. Maraki got a ton of flour and sugar, and half a ton of goods. The persons in the grant who had not signed were angry. Meiha, Mahu, and Hekera Te Koniti—they would not have the things. They were angry, and all the people took the things—the persons connected with us. They took some afterwards—those who were angry. I do not know what they took; I saw the others were drunk afterwards; and I thought they had been to sign their names. They came to us and told us they had sold the land. I said, Why were you angry with us, then? There was the end of it; the others had signed their names to the document. After this some of us came back on the land to get some wood. The Natives who went came back, and said that Carroll's son and a man who was with him objected. They drove off the people who went to the wood. They said, The land is not yours, it belongs to Carroll. When the whole of our hapu heard this from the women, they were angry with Tiopira and me for letting the land go. I said to them, Carroll cannot be angry because he promised long ago that the land was to be for us. That was said before I consented. Before the others had signed? It was two days before. Some of us said, That Carroll could not have Nos. 2 and 3 Huramua They said it was land which was not to be alienated; that the Court said so; and that it could not be alienated. They wanted me to write as to the land; to write to Mr. Fenton to know whether the land was alienable or not. I sent a letter to Mr. Fenton, and got a reply. He said Nos. 2 and 3 blocks were inalienable. I gave that letter to Henare Matua. Mr. Locke then sent us a letter. He asked to be informed of the lands which were mortgaged; he would give them to the Commissioner. They told me to go to work respecting Nos. 2 and 3; and I said I should not be strong enough, perhaps. I consented to what they said, but I told them I should be defeated, because I had signed Carroll's document. I told them of it at the settlement. After that I wrote a complaint. I showed it to Mr. Carroll, and he said it was all right; we could have the investigation either at Wairoa or Napier. I said, I have no money to go to Napier. What is it you want? I want it to be as Mr. Carroll said—he to look after the ground, and the land to be for the two of us. The Pakeha Carroll is my *tuakana.*

Maraki sworn.

Was this land given to Carroll by the Native people? My brother Rangimataia gave it him. It was a long time ago, when my beard was black. It was the Maoris' doing; they talk about driving him off. But I say that the land belongs to him. Did he marry a Native woman? Tapuke, a sister of mine. Have they any children? Some as tall as myself. The Pakeha has always lived quietly amongst us, and must remain on this land. It was not Carroll's desire to get Huramua; but the Maoris would go to get goods. Carrol would say, "Where's the payment?" They said, "Huramua! Huramua!" I continue to get goods for Huramua. Let Carroll remain there. Let the restraint (*te here*) of the law go on to the sea. Let the land remain for Carroll.

Tiopira Tapahi sworn.

Are you one of those who want to turn Carroll off again? All the goods were received by us two. Do you mean to say you are going to turn him off when you have taken his goods? There is nothing to be done about the goods. Let them disappear among the Maoris. It is correct that we signed and gave him the land. Who wrote up to Auckland about having the restrictions put upon the land? We wrote, that we might be informed whether it was alienable or not. Mr. Monro asked if we had any lands outside, and we said No; that is why restrictions were placed on the grant.

Mr. Joseph Carroll sworn.

I am a settler at Wairoa. I have lived there thirty-one years. I was married to a Native woman, now dead, and have a family by her of eight children. I have a sheep run there. It is close to the township. The Huramua is about two miles from the township. There is a Native settlement close to Huramua, on the opposite side, and some Natives reside on the same side. Mr. Monro said at the Court, that there would be no restrictions on the grant. On Nos. 2 and 3 the Natives have had from me £700 or £800, or it might be £900, in money and goods. My son is one of the grantees on Block No. 3; £200, expressed as the consideration, went amongst the other seven. They all wished me to take the land. The two complainants, and also Maraki, Te Ota, and Rangimataia's daughter Rewai, or Hemoata—all wished me to have the land.

Tiaki, in reply: The giving of the land by the old chief was only a lease.

CASE No. XXV.

Henare Matua sworn. *Tamaki.*

What I have to say respecting Tamaki is that I complain of the transactions respecting the land; not the selling it, but the transactions respecting it. The first complaint is about the survey; the second, the investigation of the Court; the third, preventing the survey being made by the persons who were sent to do it; the fourth, the Government not heeding what was said by the people when the land was sold. Those are the heads. I will go back to the commencement, about the survey:—1. The wrong of the survey was this: that it had not been agreed to by all the men of that land. That survey was made by some of the men of that land. It was not agreed to by all who had claims—the survey before the land went through the Land Court. When the surveyors went out to survey the land for the Government, the persons who did not wish to sell

opposed the survey. When those people went to the surveyors, the surveyors and the chainmen agreed to return. The Natives took the chains for fear the surveyor might during their absence survey the land; subsequently they returned the chains. The surveyor (Munro) agreed to come back, and Aperahama and others went to the surveyor on the Ruahine side to turn him back. When the surveyor came back from the Ruahine side, Mr. Locke was there. The Natives assembled there with Mr. Locke, the person representing the Government. Aperahama told Mr. Locke and his surveyors to cease surveying. Mr. Locke would not consent. He went with those anxious to sell, and surveyed the ground. There were two parties wanting this survey—some of the owners, and the Government at the same time. Aperahama said he did not wish to have the land surveyed or to sell it. After that the surveyors returned, being unable to survey the land which is shown on the plan. When the surveyors returned to Napier they collected all the maps of lands previously sold—Porangahau, Rangitikei, and others previously sold—and compiled a map of Tamaki, from the open space left between the other surveys. The reason of my objection to the survey is, that according to the rules of the Native Land Court the land must be surveyed before it is taken through the Court. Another complaint is the Government taking the conduct of the survey into their own hands. The Government did not inquire into the troubles respecting that land, they only listened to what one party said. The most serious trouble respecting the survey was that mentioned by me. 2. We now arrive at the time of the sitting of the Court. When the day was appointed for hearing this case the blocks of land were marked off on the plan—a plan of Tamaki. The first block investigated was Te Ahuaturanga (21,000 acres.) Aperahama and Te Ropiha were the persons who stood up when the investigation of that land was going on. Hoani Meihana was the person who was on the other side. They opposed his claim and were defeated. They were defeated in this instance, and their defeat would remain on this and every other block in which they or their descendants were interested. Neither of those people or their descendants were allowed on any of their blocks. Did they oppose in any of the other blocks? No; that was left as a (*tanira*) ruling case. Another block investigated was Maharahara (13,000 acres) adjoining. Wi Matua and Hori Herehere wanted to be put in the Crown grants of that land. After disputing, Wi Matua was defeated and Hori was admitted. Both were of Aperahama's section (mixed Ngatikahungunu and Rangitane.) When the matter was settled finally, both were defeated. Afterwards some of those parties who were selling got Aperahama's wife's name put in the grant. Other persons who knew they were owners of that ground were not admitted. Investigation of that block came to an end. Another piece was the Umutaoroa (7,000 acres). The investigation of that place was finished, but I do not know who succeeded. After the investigation, some people were crying because their lands had been taken by the people. Only one person belonging to Aperahama's side was admitted, Mata Te Opukahu, and a number of others who had claims on the land were left out. The investigation of the remaining blocks was the same as in those I have mentioned. When they went to the Puketoi Block it was just the same. Two blocks adjudicated on were given to Aperahama's party—Tiratu, 7,700 acres, and Otanga, 4,400 acres. Those were the only blocks they had left to them, all the other lands were taken. What I have to say blaming the Government, is this: the Court had not any authority (*mana*) in reference to these decisions; it was the Government. I blame the Government for only acting with one party, and preventing the surveyor, whom we asked Mr. Fenton to send from surveying the land. Nearly two months after the sitting of the Court persons not admitted to the Crown grant asked for a rehearing. We asked that it should be surveyed again, and that it should be investigated again. Mr. Fenton applied, and agreed. He said, You must survey your land again, and have your case heard again. When we found that the Chief Judge had authorized a second survey and rehearing, we applied to the Government for a surveyor. The name of the surveyor we asked the Government to send was Carkeek. We got no reply, but the newspaper said there would be no reason in a new survey or new decision. It was in the *Waka Maori*. When they found the surveyor was not authorized by the Government they were sad. I will not say whether we were prepared to pay for the survey or not. We began to think of some means by which we could get into the lands again. I come down to the time of the purchase; some persons in the grant were willing to sell, others not. I said to Locke at the time, Would it not be well to keep the money back and settle these difficulties before anything was done? We were three days talking about the money, and I continued to tell Mr. Locke not to do any more in the matter, but to wait till the disputes were settled. Those words were not listened to by Mr. Locke. The matter was becoming clear at that time. I thought that if he delayed we might be able to settle everything satisfactorily. When Locke would not consent, the Natives became very sad (*pouri*). Those persons who were not willing to sell gave me their Crown grant to take to Parliament. I remained at Parliament two and a half months. I was questioned for four days respecting this place and Whenuahou. I was told that Parliament had no authority to deal with those lands—that I must come back to the Province where the troubles arose. I came back. After I had been back two weeks Charles Nairn came and said, The Government requested me to settle the matter. A week and a half after there was a meeting of the Natives at Porangahau. Mr. Williams, the missionary, came up there. He had a word from the Government: It was for Mr. Williams to settle the matter. A month and a half after I went to Paherumanihi. Charles Nairn came to me and again asked me to finish the work at Tamaki. After this I went to Waipukurau, and saw Mr. Locke there. Mr. Locke said to me, Think about the troubles respecting Whenuahou, Wharawhara, and Tamaki, so that they may come to an end. He notified to us that Government surveyors would be sent to Tamaki. I saw his notification and the surveyor at the same time, and told the surveyor not to go and survey. The surveyor (Mitchell) said he would not be able to overthrow the word of the Government. They were the persons who were sent to do the work. I said to him, During the past we have had troubles, and they have not been set on one side yet. He promised to inform the Government of what I said. A letter was received by the surveyor, and I thought it was clear. I then sent for Mr. Locke to go to Waimarama, and I would meet him there. We both went there, and began to talk about Tamaki. We asked Mr. Locke to give Tamaki back into the hands of the Natives in order that it might be settled clearly. Mr. Locke said he had no power; that we must apply to the Parliament.

Mr. Locke.] When did the negotiation for Tamaki commence? I cannot say, but the talk of some

CASE No. XXVI. *Pukahu.*

Eru Te Tua sworn. Complaint No. 148.

When Karauria gave this land to Mr. Locke and Mr. McLean, Karauria and Hone Wharemako came up to our kainga at Tamatai, close to the Puki Puki. We were working for Europeans—sheep shearing. They came up to Tamatai. They said, We have come to ask you to sell Pukahu. We did not reply to them. They came back to Napier without our having said whether we agreed to sell or not. After then, one of our people named Enoka came in. He was one of them who was shearing sheep with me. The other was Rawenata—he came from the settlement. I said to Enoka, Hold on to the land. When he came into town he met Henare Tomoana. He went with Henare and found that Karauria had let the land go. Henare will talk about that. Henare found that Mr. Locke had the land, that Karauria had sold it. Karauria received the money for that land. I was not present when the money was paid. Te Tua Te Whakaruamoko is my Maori name. I am in the grant. Henare and Enoka came up with money; but it was not money which had been placed properly before us. The portion which reached me was £5. I was very clear at that time that I was not present when the land was sold by Karauria. That is the reason I say I have not signed the deed selling that land up to the present time.

Mr. Locke.] Were you not in Napier when the money was paid by Mr. Locke? No; at first I did not come. The second time I did not come. Henare was the man who was travelling to Napier. Henare Enoka, Te Koko, Raweneta, Karauria, Hone Wharemako. Did you come the third time? There was no third coming. I say that I did not come at all. (Deed of conveyance 10th November, 1866, produced.) Did you not put your mark in the presence of the witnesses mentioned? No; I did not see any of those persons named. I did not come, so I did not write. I know how to write when I wish to do it. Is that your cross? Neither the writing nor the mark. It could not be so, for another person to write and me to make my mark, because I could write myself. Do you recollect Mr. Locke had an office on the other side of the road? Yes. Were you not in the habit of coming there? I went on one occasion. Did you never come into that office but once? We went a great many of us on one occasion about the money for Kohiniraku. We received the money, and we signed. That was the only occasion I was ever in that office. Was Mr. Hamlin there then? No. Mr. Locke was the interpreter. Have you known ever since Karauria came about Pukahu that the land has been in the hands of the Government? Yes. I do not know how long ago that was. It may be five or six years ago. I do not know. The block has been occupied ever since by Europeans. Did you ever make any complaint to Mr. Locke until within the last week? Is it not within this present week the first time you ever complained to Mr. Locke? When Henare Matua went to Paki Paki was the first time, last year. Was it summer or winter time? It was towards winter. I said to Henare Matua, My land, Pukahu, I will give over to you. This was in 1872. Did you ever complain to Locke before this week? My complaint continued till the coming of the Commissioners. Was it not after the announcement of the Commission that you first complained? It was after their arrival. I saw Mr. Locke in the upstairs office, and said, Where is the document for the sale of Pukahu? Mr. Locke said, It is here. I went to the room upstairs, and Mr. Locke opened out his documents, like that. Mr. Locke said, There is your name attached. I said, Who signed it? He said, That I had signed it. I said to him, Those letters are not mine. Mr. Locke said, What about the cross, then? I said, It is not mine; had it been mine I should have said so. Mr. Locke said my statement was false. I said to him, Did you see me writing then? Mr. Locke said, He did not see me sign it. He said, Perhaps Mr. E. F. Hamlin had. When was this talk with Locke? It was when the Commissioners had come, and were sitting. Why did you want to see the deed before you made the complaint? The reason of my asking to see your deed was, that I should distinctly see the writing. Were you uncertain whether you had signed yourself, or whether some one had signed for you, that you wished to see? I went to see what the document was like. I said before I had not signed. What did Henare Matua go to Paki Paki for? It was in reference to Tamaki. Was it not about all the complaints of the district? Tamaki was the cause of the meeting, but other complaints rushed in. Had you not had previous meetings on the subject, and was it not your object to collect complaints? Yes.

Hikairo.] Have you any recollection of signing a Maori deed of sale? No.

Mr. Maning.] Do you understand that this is the deed of sale of Pukahu? Yes. How much money did you get? At first £5, and then £10; that was all. Did you get any goods? It was money only in those days. Where were you when you got that money, and who gave it you? Enoka and Henare gave it; I was at Tamatai. I got a gun with the money. The money still remains. I have got the gun yet.

Henare Tomoana sworn. *Pukahu.*

I can speak distinctly in reference to this matter. I object to the statement made by the last witness that he has only now complained. I will commence with the sale of that land, and the trouble and anger in consequence. It is true that Karauria and Hone went to ask them to sell. I was living at Pakowhai. I came into Napier with Enoka Raweneta and Te Koko; Karauria was living in Napier, Karauria and Tareha. When we arrived we went to Mr. Locke's house. I said at that time the land should not be sold. I was not in the grant, but that land was ours. When we came we found the cheques were signed. I said to Karauria, Do not sell that land. He persisted. Karauria took off his coat and wanted to fight me. I asked Locke to give back 800 acres, and I would agree. Locke sent for Karaitiana. Karaitiana wished me to consent. I said, I will not mention it myself, to let my opponents see that I have consented, but I will let you say it. I said, You must ask Mr. Locke to give me the 800 acres. I do not know whether Karaitiana spoke to Mr. Locke. I know he did not agree to 800, but he did to 55 acres. When I gave way, the signing took place. Some of the persons in the Crown grant were present, some were not. I signed the document, and Enoka and Raweneta—those are all that I remember who signed at that time. Te Koko was there. Those were the only people of

my party. After that I came back from Auckland, and that was the last paying of money for the block. On the last occasion, when those who were in the grant and those who were out of it came, I cannot say whether Eru came. I was not there.

Pukahu.

Hone Te Wharemako sworn.

Complaint No. 148.

Were you a grantee of Pukahu? Yes. Do you remember the signing of the deed of sale of Pukahu? Yes. Do you remember whether Eru was there and signed? I cannot say. The reason I am saying I am not aware is that there was a good deal of opposition. Can you state that Eru was not there? I did not see him here. Did you not tell Mr. Locke just before the Court retired that you remembered quite well that Eru was present? It is true my saying that, but I did not know. What? That I did not know that Eru came. Who have you been talking to since the Court rose? To no one except speaking to Mr. Locke as I entered the Court. Were you not listening to a discussion about it just before the Court opened again? It was a conversation of Mita (Hikairo) and Manaena in in reference to my exclusion from Hikutoto.

Pukahu.

Francis Edwards Hamlin sworn.

I was not much acquainted with negotiations for this block, but on the day this was executed I was called in as a licensed interpreter to witness the execution. On first meeting the grantees at Mr. Locke's office, on opposite side of the street, a collision took place between Henare and Karauria. From what I could see, it was more jealousy than anything else as to who should sell. It resulted in Henare and Karauria taking off their jackets to it, but they were stopped. Henare objected to it, but those called his supporters were quite ready to sell. On the day following, I could not be quite certain but I think it was, Karaitiana came in as Henare's representative. The reserve of fifty-five acres was allowed. and they forthwith signed. As far as my recollection carries me, every one of the persons who have executed signed on the same day. The name of applicant is in the English copy in my handwriting, with his mark. In the Maori translation, Eru's name is in a Maori handwriting which I do not know, and Eru put his mark. Karauria Pupu's is done in the same way, though he could write a very good hand. I have known Eru for a great number of years—something like eight or ten years. I could not be mistaken in the man. What makes me clearer is, that Eru was rather stern about signing on the second day. Eru was one of Henare's main supporters. Tareha and Karaitiana were present. The attestations were placed in the deed at the same time. I have never before heard any question as to the sale of Pukahu. I have frequently met the complainant in business about other sections, and he has not spoken of Pukahu. Pukahu was cut up at once and sold, and Europeans began to live on it.

Eru.] Do you say that I came down here when Henare and the others were disputing? I did not say at the time they were disputing, but at the time you signed. Karaitiana was there. Did you see me at the dispute between Tareha and Karaitiana? I did not know they had a dispute. Do you say that I was present when Karaitiana and the others were present? To the best of my recollection you were, and signed the deed. Did you see me come in and sign the deed? To the best of my recollection you did come in and sign it.

Pukahu.

Samuel Locke sworn.

I remember the signing of the conveyance. I am an attesting witness. That is my signature. My signature is also to the deed as a party on behalf of the Government. Can you say that you saw all the persons whose names are signed or marks set execute the deed? Certainly I should not have attested my name if I had not seen them signing and put their marks. The complainant is a man of very little consequence, and I should not have noticed him if his name had not been in the Crown grant. Karaitiana and Tareha were present, and acting with me in the negotiation for the purchase. At the time I had a very slight personal knowledge of the complainant. Have you any specific recollection of the signing by complainant? My principal negotiation was with Karauria and Enoka, with the assistance of Tareha and Moananui. It is my invariable practice to ascertain the identity of the persons signing, before they sign, by asking them their names. The office was full of Maoris at the time. If any personation had been attempted, it would have been at once detected. To the best of my knowledge and belief, all signed on the one day. The first I ever heard of any question about Pukahu was since the sitting of the Commission. The purchase was made in 1866. It was through my advice that Eru brought it before the Commission when last week he repudiated his signature in my office.

Eru.] Did you see me come into Napier and sign? You must have signed your name or put your mark, or it would not have been here, and I should not have attested the deed as executed by you. Where was it signed? I cannot be sure whether it was signed over here or in my office opposite.

Hikairo.] Do you not know that it is very common for the Natives to say, Sign his name; he will not object. It is a very common attempt with the Natives, but I have never allowed it.

Pukahu.

Karaitiana (Witness) called by the Commissioners.

Chairman.] Do you remember the sale of Pukahu? Yes. Did the Native owners consent to the sale of that block? I know they did; but I was not present at their selling. They had perhaps been talking for two days when Mr. Locke sent for me. On the day I came they consented. Will you look at the deed and see if you witnessed the signatures? Do you recollect? Yes; I signed as a witness. I remember Tareha was present at the sale. Your name appears as an attesting witness to the signatures by all the grantees? The whole of those in the grant were not present that day. Who were absent? I do not know. At what time did you see those who were absent sign? When it was sold, and they took the money. I did not know they were all there. Have you any recollection of Eru being there? I do not know; I was not present when the first payment of the money was placed down. I knew of Mr. F. E. Hamlin's being present at the second taking of the money. Who divided the money? All

of the people was a long time back. Was not the first Native Land Court at Waipawa, in 1865? Perhaps it was. Were not the people whom you represent—Ropita and Apiata—there? Yes. Did not the large majority of them consent at that time to the sale? I do not know the names of those who consented. Did not Apiata? He did. Did not Ropita? I did not know of his consenting. In what year was the deed signed at Waipawa? I did not see it. In what year? I do not know. Was it not in 1871? I do not know. Were not the negotiations going on for five or six years? Yes. Did not Mr. Locke see Apiata at Porangahau about sending surveyors? Yes, he did go to Apiata—not at Porangahau. Is he not the old chief of the district? He is chief on his own lands, but not on other people's; he is *kaumatua*. I did not hear you were going to survey. I heard that you and Nopera were going to see Pelichet's boundary. Had you any particular concern with the question, or is it an afterthought? No; I was not taking other people's land, I was managing for other Natives. Were not all the Natives perfectly aware that I was going to make the survey? You and Apiata may have known about the survey; we did not know. Did not the people whose names are in the Crown grant, and who have not consented, know of the survey? I do not know what they knew. Is your name in any Crown grant of that land? No, my name is not in any Crown grant. I was requested specially by the people interested to act in the matter. Did not some of your relatives and opponents to the sale get into the Crown grants? Yes. Were not some of the best blocks left out because the people you represent did not wish to sell? Yes. Was not the principal reason of opposition that there were outstanding claims in respect of blocks on the West Coast? It was not in consequence of the Government refusing to accede to the demands in respect of other lands. Did you not repeatedly tell me that when claims in respect of the Whenuahou and of blocks on the West Coast were settled, you would go into Tamaki? That was not said by me. We did ask for £2,000 for claims in the Rangitikei, but that had nothing to do with our opposition to the sale of Tamaki. Do you know how many grantees there were of Tamaki; were there eighty-six? I do not know. Do you know how many blocks there were; were there seventeen? I do not know. [Seventy-seven have signed the deed of sale, only nine dissent.] Are there not five out of those nine in the Rakaiatai Block? There are four or five in that block who refused to sign? Is there not one in Puketoi No. 3, one in Maharahara, one in Umutaoroa, and one in Ohu? Yes. I appear for those nine, and those not in the grants. Some got into the grants through ancestry, and some through being knowing persons. One party were opposing the Government, and one party were with the Government. (Witness insinuated that the opponents of Government were left out.) What remedy do you propose? Let the land of the person which is included in another block be given back to him. Was not Ropita's claim to the Ahuaturangi because one of his ancestors slept there on his return from the West Coast? I will reply to that: Te Ropita was the person who spoke—that is only a little bit of what he said. He reached that, but that was not all his claim. Was not the Court crowded all the time, and were not the opponents in Court? Sometimes it was full, sometimes not. Dissentients were heard. Did not the Court often adjourn cases, in order that it might be talked over out of Court and arranged? Yes, that was done.

Hamana Tiakiwai sworn. *Tamaki.*

Complaint No. 26.

My complaint is against the grantees, Karaitiana, Hohepa, Te Wirihana, and others (Rangitane people). I do not know them. My complaint against them is their selling that land, because the land belonged to the whole of us. I am not in the grant—in the certificate. I was present at the Lands Court. I did not object to the issue of the certificate to Karaitiana and the others. I was in the number who were made equal in a document written by the Court. Who were written in this document? Rangitane people and Ngatimutuahi. My name went in the lines with their names. The men in the certificates were selected to look after the land for the hapu. I remember what the Court told them. I was one of the persons who was willing to sell. I trusted to them, and they left me out. I was present at the investigation. I was in the habit of going and cultivating as far as Manawatu. Both Tamaki and Te Wairoa were permanent places, places of mine. They were not opposing me at that time. They promised to take me in (Hohepa and the others) when the names were spoken of. After the land passed through the Court I went back to Wairoa. I received a letter from Mr. Locke. He said that Ngatimutuahi and Rangitane were going to meet at Pakowhai respecting the sale of Tamaki. The letter said, You must come here and listen to the words respecting the sale of Tamaki. That was the end of his letter. I replied to it. I said, Friend Mr. Locke, I will not go there, because I am busy. I said also in the letter, If you settle the talk, and the money is paid, retain some of that coming to the grantees for me. That was my reply to Mr. Locke's letter, and I remained waiting. I waited a long time, and received no reply. After this Mr. Locke came to the Wairoa. I asked him why he had not sent an answer to my letter. Mr. Locke said he had read the letter to Karaitiana and the others, and that the request of Hamana was to withhold some of the money. They said, No, give us all the money, and it will be for us to give Hamana some. I was angry with Mr. Locke, then at the Wairoa. Mr. Locke said he was not to blame; it was the persons in the grant. The end of it was that I got nothing.

HENARE MATUA'S Reply to Mr. LOCKE'S Statement respecting the Seventy-Mile Bush Purchase.

Napier, 8th April, 1873.

These are the words of Mr. Locke's document to which I object. They are hereunder written:—

First, Locke says that the Tamaki purchase was a fair one. This is false; had it been a proper purchase there would have been no trouble about it.

Second, Locke says that the Tamaki purchase was settled five years ago. This is false. If the purchase had been completed five years ago, how is it that there is trouble this year?

Third, Locke's statement about the lease of Tamaki. He is not correct. Had there been leasing consequent upon the sale of Tamaki, it would have been correct that the Commissioners should have been informed of it in support of this statement; but those pieces of land were long ago passed through the Court, and leased during the years before that.

Fourth, Locke states that there are £4,000 still for those who have not received money. Who told him that the people were waiting for £4,000? All that the people of Tamaki want is the land. The money may be given to those who want it to live upon.

Fifth, Locke states that the survey of Tamaki was correct. The plan is wrong. First, No Maori went to take the surveyors upon the land. The survey was done on their own account by the Government. They had heard of the objections raised by the Maoris, but they persisted in surveying. Second, The plan of Tamaki, as adjudicated upon by the Court, was made up from the plans of lands purchased by the Government from the Natives. That plan is not noticed in any of Mr. Fenton's notifications. Mr. Fenton's notice was that the land should be surveyed, and when that was done, it should be taken before the Native Land Court. Then only would it be done properly. The Chief Judge did not say that the plans upon which the cases were to be heard should be compiled from Government maps. Had such plans been allowed, other lands would have been adjudicated upon on Government plans, because there are many small pieces within the blocks which have been purchased.

Sixth, Mr. Locke says that Mr. Heale, the Inspector of Surveys, approved of the plan of Tamaki. I object to this, because we did not appoint that surveyor. He is a surveyor appointed by Government, and why should he be mentioned before the Commissioners? Had we authorized that surveyor to act, and then turned round and objected to his work, it would have been right to talk about it; but as it is, the surveyor is a Government officer, and he knows the orders of the Governor. The Maoris did not appoint that surveyor to make that plan.

Seventh, Locke says that the Governor is well competent to administer Native affairs. That is false. He is not an adept in that matter; had he been so, why did his Government dispute about the survey? The Governor long ago knew of the objections by the Maoris, and why did the Governor give money to the Maoris who asked for it for Tamaki? The Governor knew that Tamaki had been given over to me to administer. He knew that I had brought the case before Parliament, for the right and wrong of the matter to be inquired into. He knew that a Commission had been appointed to inquire into all complaints affecting sales, leases, mortgages, and grants. The Governor knew that all the lands had been taken before the Commissioners, and also Tamaki; and he has paid money secretly to Hori Niania and Hori Ropiha. Had he been an able administrator, no great trouble would have arisen in this Province, nor would he have been tried before that Commission. Neither would a bad name have been given to him, nor would the Parliament have appointed a Commission to inquire into all complaints brought before it; nor would the lands which have been secretly dealt with, and improperly mortgaged, have been mentioned in the Government documents; nor would his interpreters go to the women and children to wheedle them, by showing them money; nor would children be allowed to sell or mortgage; nor would married women join in sales or mortgages.

Eighth, Mr. Locke says that the land was not surveyed because it was covered with bush. This is false; the [surveyor?] came into the houses to survey. If no objection had been made the plans would not have been prepared in a house. The Land Court Act knows nothing about forests, streams, cliffs, and lakes; it goes straight on.

Ninth, Locke says this is a final purchase of Tamaki. That is false. If it were, there would be no trouble about it.

That is all I will refer to. He said a great deal more, which is not worth my notice.

This is another word to you. The money of Hori Niania's sale will be brought before the Court. If it is, what will be the result?

Sufficient.

HENARE MATUA.

Nepia, 8 Aperira, 1873.

Ko nga kupu tenei o te pukapuka a Te Raka e whakahekia e ahau ka tuhia iho i raro nei:—

Te tuatahi, E ki ana a Raka he hoko pai rawa te hoko o Tamaki. He parau tenei kupu; mehemea he hoko pai ekore e puta he rarurarau ki taua hoko.

Tuarua, Eki ana a Raka kua oti noa atu te hoko mo Tamaki i roto i nga tau e rima. He parau tenei kupu mehe mea kua oti atu te hoko mo Tamaki I roto atu i aua tau e rima, he aha hoki te take i raru raru ai enei tau.

Tuatoru, ko te whakaatu a Raka i nga reti o Tamaki. Kaore e tika. Mehemea he reti i puta i roto i te hoko o Tamaki e tika ana kia hapainga mai ki te aroaro o nga Komihana whakaatu ai hei tika mo tana korero; neira no mua noa atu aua pihi whenua i Kootitia ai rihitia atu ano i roto i era tau atu.

Tuawha, Ko te ki a te Raka kei te toe te wha mano mo nga tangata kaore ano kia tango i te moni. Na wai i ki atu kai te noho tatari nga tangata ki te wha mano? Heoi ano te mea ki nga tangata o Tamaki ko te whenua. Ko te moni me hoatu ki nga tangata e pai ana ki te moni hei oranga mona.

Tuarima, Ko te ki a te Raka e tika ana te wearga o Tamaki. E he ana tana mapi. Te tuatahi o nga he kaore he tangata Maori i tae ki te arahi i te kai ruri ki runga ki te whenua. He ruri pokanoa na te Kawanatanga kua rongo ano taua Kawanatanga ki te whakahe a nga tangata Maori haere tonu ki te wea. Te tuarua o nga he ko te mapi o Tamaki i whakawakia e te Kooti he mea mahi i runga i nga mapi i hokona ai e te Kawanatanga te whenua ki nga tangata Maori ko taua mapi kaore i roto i nga Kahiti a te Penetana e takoto ana. Heoi ano te Kahiti a te Penetana e ki ana tana Panui me ruri te whenua ka oti te mapi katahi ka tukua ki te Kooti whakawa whenua Maori. Ka tahi ka tika. Kaore te Tumuaki i ki mai kia whakawakia ki runga ki nga mapi o te Kawanatanga. Mehemea hoki e whai mana taua mapi kua whakawakia etahi atu whenua ki nga Mapi o te Kawanatanga no te mea he nui nga whenua ririki e takoto ana i roto i nga whenua kua hokona.

Tuaono, E ki ana a te Raka ko Hira te Tumuaki o nga kai ruri nana i whakamana te mapi o Tamaki. E whakahe ana ahau ki tenei korero ko te take e hara ia matou i whakarite taua kai ruri. Na te Kawanatanga taua kai ruri i whakarite he aha te pai kia korerotia ki te aroaro o nga Komihana? Mehemea na matou taua kai ruri i whakarite tahuri ai matou ki te whakahe e tika ana kia korerotia i te maramatanga; tena ko tenei na te Kawana tana kai ruri e mohio ana hoki taua kai ruri ki a te Kawana ki ana tono; kaore i te mea kei nga tangata Maori i tahuri ki taua kai ruri ki te whakamana i tana mapi.

Tuawhitu, E ki ana a te Raka he tohunga a te Kawana ki te whakahaere i nga iwi Maori. He tito. Kaore a te Kawana i te tohunga; mehemea hoki he tohunga he aha te take i tautohe ai tana Kawanatanga i te ruri tanga? Kua kite noa atu a te Kawana i te whakahe a nga Maori he aha te take i hoatu moni ai taua Kawana ki nga Maori e tono ana i te moni o Tamaki? Kua rongo ano taua Kawana kua riro mai a Tamaki ki a au whakahaere ai. Kua rongo taua Kawana kua puta a Tamaki i a au ki te Parimete kia tirohia nga tika nga he. Kua rongo hoki taua Kawana kua tu he Komihana hei whakahaere i nga he katoa aha koa hoko rihi mokete karati ranei. Kua kite taua Kawana kua puta nga whenua katoa ki te aroaro o te Komihana me Tamaki hoki; kua hoatu tahae ia i te moni kia Hori Niania raua ko Hori Ropiha. Mehemea hoki he tohunga e kore e puta he rarurarau nui ki tenei Porowini. Mehemea he tohunga ekore taua Kawana e whakawatia ki te aroaro o te Komihana. Mehemea he tohunga taua Kawana ekore e whakairia ki a ia he ingoa kino. Mehemea he tohunga taua Kawana ekore te Parimete e whakatu i te tahi Komihana hei whakahaere i nga he katoa e tu nei i te aroaro o taua Kawana. Mehemea he tohunga taua Kawana ekore e tukua atu ki roto ki nga pukapuka o te Kawanatanga nga whenua i hokona tahaetia i moketetia hetia hoki. Mehemea he tohunga taua Kawana ekore ana kai whakamaori e puta atu ki nga wahine ki nga tamariki patipati haere ai ki te whakariari i te moni. Mehemea he tohunga taua Kawana ekore e tukua nga tamariki ki te hoko ki te mokete; mehemea he tohunga taua Kawana ekore nga wahine marena e puta ki te hoko ki te mokete.

Tuawaru, E ki ana a te Raka na te ngahere Heretaunga i kore ai e ruritia i runga i te whenua. He Parau. Na te kai-ruri tonu i puta ke mai ai ki rohare ruri ai. Mehemea hoki kahore e whakahetia ekore e noho i roto i te whare hanga mapi ai ekore ra hoki te Ture o te Kooti e mohio ki te ngaherehere ki te awa ki te pari ki te roto ka mahi tonu i runga i te mea tika.

Tuaiwa, E ki ana a te Raka he tino hoko tenei no Tamaki. He tito. Mehemea hoki he tino hoko ekore e puta he rarurarau ki runga ki taua hoko.

Heoi nga kupu i whakaritea e au. Ko te nui o ana kupu hei aha maku.

Tenei hoki te tahi kupu aku ki a koutou. Ko nga moni o te hoko a Hori Niania ka tukua atu ki te aroaro o te Kooti. Mehemea pehea taua ritenga?

Heoi nga kupu.

Na HENARE MATUA.

agreed to at the meetings at Porangahau? He pointed out the boundaries of the land that was left, also the boundary of the Umuopua, as compensation for that £300 received by him. Mr. Purvis Russell was a witness to the sale of the Porangahau Block. He knows the country well, and speaks the Maori language well.

Hikairo.] The Natives asked for a surveyor to be sent (to lay off the boundaries of Porangahau) before my arrival; he went after. I do not know which Natives accompanied the surveyor; I probably heard at the time. The greater part of Hori's block was taken into the Porangahau, the lessor was left out. Why was not Whenuahou included in the Porangahau Block, if both portions of Umuopua went to the Government? I cannot say why it was not included in Pelichet's survey. Porangahau Natives showed him the boundary. It was not included in the deed of 1858 on account of the war then going on.

Te Hapuku sworn. *Whenuahou.*

What I have to say is, that Whenuahou is not inside that boundary. Whenuahou is separated—that belongs to the Maoris. Rangitoto still remains, and Oroko. What was the boundary of those pieces of land sold by Hori at Wellington? I heard of them. Did the boundaries of the land sold by Hori go to seaward or inland of Oroko? It did not go inland of Oroko; it went on the seaside. Kiriwai was the commencement of the boundary.

Hori Niania recalled. *Whenuahou.*

What did you go on to Whenuahou for with Locke and Cooper? To show my Wellington boundary. Did it go to Kiriwai? It reached Kiriwai. Was Mr. Locke surveying it? Yes, when we went there. At that time did you understand that that land was left for the Maoris, or that it went to the Government? It went to the Maoris. Why did you go with the Government surveyor? To show the boundary of the land I sold at Wellington. What was the use of a Government survey if it was left for the Natives? Mr. Pelichet's survey had been completed long before. (Question repeated.) I knew very well that it was land belonging to the Natives, and I informed Mr. Locke and Mr. Cooper of that, and that the land on the other side was the land for my money. Do you recollect Mr. Locke drawing lines along the bush, and saying that the land inside was for the Natives? In the first instance I showed them the line from Orokoo to Ngutumara. What is the name of the place where you started me (at the survey in 1861)? The name of the stream? It was a stream called the Waiaruhe. Was that the name of the place you told me to start from? Did you go along the line with me? Just at the commencement, and I showed you the line from there. The Hapuku was there also. Did Locke tell you that the sides of the bush were for the Maoris? He said that the side from the bush to that line was for the Maoris. I only gave you the starting point. Was it not arranged that a straight line was to go from Waiaruhe to Waikopiro? Yes, a straight line.

Hikairo.] Was that your own going, you and the Government people, or was it generally known? It was known; they heard afterwards, and they objected. To whom did they object? They objected to me, on account of my going to show the original Wellington boundary.

Mr. Locke.] Was not the complaint that you had deceived Mr. Cooper and myself in giving the wrong name of a stream? That might have been one of the causes. That stream is on the Queen's boundary. Did they not afterwards show Locke the true boundary? They did object, on account of my having given the name of another stream. The line given at Wellington did not go to the Waiaruhe. Does not Waiaruhe join the Porangahau close to Kiriwai? Yes. What Natives were there who objected? Karaitiana was one. Did these Natives afterwards go to show Locke the right stream? Yes; my boundary went at the side of Puera. Theirs went further inland. That gave the Government more land? Yes, more went to the Government. Was there any further dispute about the survey? This line was opposed by a number of them. By whom? Te Retimana was one; the others are not here. What did they object for? Because it brought the line close to the edge of the bush. Were there any more disputes in reference to this matter by the Porangahau people? (No answer.) Did they not hear of yours and the Government survey? Yes. Did the Porangahau people come to interfere with the survey? They came to object. They said I must not go back to the Wellington line now, because the matter had been arranged with Mr. McLean. To whom did the Porangahau people speak? To me. Did they not speak to Cooper or Locke? Henare and the others who have spoken did? Why did the Ngaitahu wish the boundary further on, making the land given to Government larger? It was ill feeling to the Porangahau people, and also to myself. Did you not know at that time that that land had gone to the Government? That matter was not quite clear. The Porangahau people were adhering to their original boundary, as surveyed by Mr. Pelichet and agreed to by Mr. McLean. Our work was after. How is it, if Mr. McLean had arranged everything, that you went on again with Locke? I did not hear of their arrangement; I was at Waipukurau. It was when they came to object to their showing my original boundary that I heard all about it, and what had taken place before.

Samuel Locke sworn. *Whenuahou.*

At present I am a Resident Magistrate for several East Coast and inland districts. In 1861 or 1862 I was a District Surveyor under the Provincial Government of this Province, and was marking off land to put up to auction on the Ruataniwha Plains. To mark out these lands it was necessary for me to know the Native boundaries in that district. Accordingly I applied to Mr. Cooper, who was then the Native Land Purchase Commissioner in this district. I had then been but a short time—a few months—in this Province. Mr. Cooper appointed a day to meet me at Mr. Johnston's On that day he arrived at Mr. Johnston's house accompanied by Mr. Purvis Russell and Hori Niania. We slept there that night, and next morning started to have the boundaries pointed out. Cooper had with him the list of boundaries from Hori's deed, and asked Hori to point out the Waiaruhe as a starting point. Hori took us to a stream, which he declared to be the Waiaruhe. He pointed out a stream on the seaward side of the Oreore. We had to trust to him at the time. We went no further than there. Mr. Cooper said, We had better have a straight line from thence to the Waikopiro, in

Hakekino. I had to go by the edge of the Rangitoto to Hakekino. Hakekino is a high jagged-topped limestone hill. Nothing further was done than to point out the Waiaruhe, and as the land applied for by Mr. Johnston was all seaward of that boundary, nothing further was done at the time. Shortly after this I became better acquainted with the Natives (the Ngaitahu Tribe), and they informed me that it was not the Waiaruhe at all which Hori had pointed out to Mr. Cooper. Some time after Mr. Johnston applied for more land, when it became necessary to definitely fix the boundary between the Crown and the Natives. This was some two or three years after. I then asked Karaitiana who was the leading man of the Ngaitahu (the people actually living on the ground), to get one of the old people to point out the correct boundary of Hori's block. This was in 1864 or 1865, two or three years after Hori had pointed out the boundary, or even later. Mr. Ellison can fix the date. I went over the boundaries, and they pointed out the boundaries, and I should think I was accompanied by fifty men or more, Karaitiana amongst the rest. During all this time, though I had all the time been in the district, I had never heard a word about any dispute respecting the boundary along the edge of the bush. This Porangahau question was never brought up, this question about the boundary of Hori's block, the Umuopua. I had spoken to Hori about his having led us astray about the Waiaruhe, and he admitted that he had led us astray, and that he ought to have gone nearer the bush. After the Ngaitahi had pointed out the true boundary to me, the survey of Mr. Johnston's land was put up to tender, and Mr. Ellison's tender was accepted, and the survey executed by him. Natives were sent by the people living in the neighbourhood, with Mr. Ellison, to point out the boundaries; one was named Henare Rangiawa, and the other Raharuhe. The northern extremity of the inland boundary of the Umuopua Block was started from a place called Tatua-o-te-ihonga—the space between that and Kiriwai being given up by Government to the Natives. My impression has always been that the Natives were taking advantage of the Government not having originally surveyed Hori's block, and got all the bays of the bush. Mr. Johnston has been in undisputed possession of the triangular piece of land between Pa te Rangitai Te Pou a tupata and his own homestead for the last twelve years at least. He has large gum trees growing behind his house. A portion of it has been fenced, ploughed, and laid down in grass. His sheep have been feeding on it, and on all the hills behind, for the last twelve years at least. The whole of the disputed block has been in Mr. Johnston's occupation for the last twelve years, and still is. All the land inland of the boundary of Te Umuopua is Native land as far back as the Manawatu.

Henare Matua.] After a piece of land had been laid off for Hori's money, who asked that the piece should be surveyed again? I never heard that a piece had been laid off for Hori's money. Did you not see Mr. Pelichet's survey? I have never disputed Mr. Pelichet's line as to the Porangahau Block. Who gave you this piece? The deed of Hori at Wellington, afterwards acted up to by us. Have you got any document showing that the whole of the people consented to Hori's sale at Wellington? I know nothing of those transactions myself. Do you not know there was a consent by the Government, after Mr. Pelichet's survey that this land should be handed back to the Natives? I never heard of any such consent; Mr. Cooper has always informed me to the contrary. How long have you resided here? Twelve years. Have you not seen money paid in this house for the grass and scrub growing on this place? No. Have you not seen in this place £240 paid by Mr. McLean for the sheep of that Pakeha? I never saw it. You say Hori went to show you the boundary; why did you afterwards get the Ngaitahi to show you the boundary? Because I found Kiriwai was the true boundary, and was mentioned in the deed; and the Ngaitahu told me so, and Hori confessed it. It must have been at one of the first Land Courts that I first heard of this question; since 1865. I was not a Government official at the time, but I undertook sometimes to negotiate purchases for the Government, though I was not a Government officer. Did we not inform you about the difficulty with respect to this land? You did at that time. Who confirmed Hori's boundary? It is in the deed of Hori's purchase.

Whenuahou.

William Ellison sworn.

I am a licensed surveyor. I remember going to survey land at the back of Mr. Johnston's run in 1865, on behalf of the Government. I was interrupted by a Native living on the ground near the bush. I was instructed at that time to take the edge of the bush as the Government boundary. Mr. Johnston had applied to purchase the whole of the land between his former purchase and the Government boundary. The matter stood over until the following year, when I was again instructed to make a survey of Mr. Johnston's applications, and to mark out the Government boundary as it had been agreed on by Mr. Locke at a meeting of the Natives. I was requested to apply to the Natives there to show the boundary as it had been settled. When we arrived there I found two Natives, one named Patu, the name of the other I do not know. They pointed out a stone a little distance from the place called Kiriwai as the starting point. They said it was a straight line to a high scrubby hill called Rangitoto, but that we must wait till some other Natives came who were the proper parties to show the boundary. We proceeded a short distance, when two Natives came, one named Henare Rangiawa, and the other Raharuhe. We commenced at the starting point, at a place called Pukehinau, 21 chains from a surveyor's peg at Kiriwai (the Natives gave two names for the starting point), and then proceeded to survey the land; and the line shown on this plan is the one they pointed out. It just passed to the eastward of a place called Whenuahou, on the edge of the bush, the site of an old pa, and to a place called Puketawhiowhio, and hence by a straight line to Rangitoto, and hence at a slight angle to Hakekino. The Natives said that was to be in a straight line from Rangitoto to the stream called Waikopiro. I found it convenient to stop a little short of Waikopiro. The boundary of the land already purchased by Mr. Johnston ran along the boundary traced by me for three and a half miles, and at an average distance of about 25 chains from it. The first time when I was stopped I was traversing along the edge of the bush. I had no interruption or difficulty on the second survey. I made a little alteration in the angles to suit the men that came on the second occasion.

Henare Matua.] Have you seen Pelichet's maps in the Government Office? No.

Hikairo.] The people who accompanied me were middle-aged people; not workmen of mine. I had European workmen.

I saw was Mr. Hamlin paying over the money in this room; that was the last payment. Mr. Locke asked me to sign as consenting to the sale. I did not know who signed the document. I do not know the reason of my signing. Have you ever heard of any disputes about the sale of the block? Yes; at that time. But since? I heard something, but it was in reference to the acres that were left out (the 55 acres reserved) but I cannot say positively. That was with respect to the reserve? Yes; Not in reference to the validity of the sale? They were disputing about the reserve. What was the dispute about the reserve? I do not exactly know. I only heard they were talking about it. I did not know what it was about, but I did know that there were disputes with respect to the money for the land. What were the disputes about the money? It was about Karauria having all the money, and the persons to whom the land belonged not getting any.

CASE No. XXVII.

Tikokino.

Complaint No. 67. (Government Block.)

Renata Kawepo sworn.

Those acres were given to us, the Native chiefs, by the Government. When the land was given to us, it was all this green (see plan of Tikokino Reserve). This white piece was left on account of the Pakeha—Glenny. Mr. Cooper and Mr. McLean gave us this plan. The Government now say that the land has been sold. (Plan signed by Mr. Cooper produced.)

Mr. Locke.] I do not know who the workmen were who marked out the land.

CASE No. XXVIII.

Whenuahou.

(Government Block.)

Henare Matua sworn.

The land is inland of Waipukurau, and is overlapped by the Porangahau. That land was taken by Hori Niania to Wellington, to sell it. It was sold there a long time ago. When the intelligence reached us that the land was sold, all the people, who were residing there objected to it. A great deal was said respecting Hori and Te Hapuku and his sister (Hine Paketia) and Mr. McLean, and concerning Te Kuru and Puhare and Te Waikuku. I do no know whether those persons sold; they may have agreed to the sale down there. When Mr. McLean came to Porangahau all the people were there. Mr. McLean was condemned by us respecting the transaction about the land. We asked him to give us back the land. Mr. McLean said he was unable to return it to us—some of those who are now present in Court. We said, We have claims on that land, and Hori and another are the only two who sold to you at Wellington. We said, It must not be thought that Hori was the only person who had a right to sell that land. There are others who have claims who did not sell to you. Mr. McLean said, You must quietly consider the matter over, and pick out a piece where the money I have given Hori may rest, because I am unable to give all the land over to you. The Natives considered what Mr. McLean said about giving a portion of the land in compensation for the money, and they agreed to that. Mr. McLean asked if he should give them part in money? I said, No, give us back part of the land. Mr. McLean consented, and said when he came in to Ahuriri he would send up a surveyor. Pelichet was the surveyor. About a month after this Pelichet was sent up by Mr. McLean, by whom he sent a letter requesting all of us to accompany the surveyor to lay off the boundaries of Porangahau, and of the land that was to be left for us. Fifty persons went with the surveyor. They went on the boundary, on the line from Parinahu to Kiriwai. When they got about the middle of that line they went along the boundary. They came along the boundary to Maraekakahu Stream from thence to Oruawharo. Then the boundary turned at Pohupatipa; then it follows by Ngutumara, Tutae-a-te-Kahutia; then by the Manga-a-te-Wairoa Stream to Hakekino. That was the division between the land that was to be given to Mr. McLean for George's money and the land that was to be left for us. The land was surveyed according to those boundaries—the inland portion was left for us. The boundaries were laid down by Mr. Pelichet. Mr. McLean left the division to us.

Hori Ropiha sworn. *Whenuahou.*

Mr. McLean left Whenuahou for us—all Whenuahou. The boundary was from Maraekakaho to Manga-a-te-Wairoa. From Maraekakaho to Te Pa-a-Tapitu, to Ngutumara, to Tutae-o-Kahutia. That line was dividing off the portion of Mr. McLean for the money Hori had received and the side that was left to us. This was at the time of the sale of Porangahau. Who is in possession of the land now? Natives and Europeans.

Nopera sworn. *Whenuahou.*

This is the piece of land we are disputing about with the Government. (Witness points it out on map.) The other side is included in the sale of Porangahau. Hori's money rested on Te Umu-o-Pae. Te Umu-o-Pae is the name of the place. But when Porangahau was sold, it was included.

Hori Niania sworn. *Whenuahou.*

(Government Block.)

Do you know the place on this map? Yes. Were you a large claimant? Yes; I was the person who sold it at Wellington. Who were the other large claimants? Those persons who have spoken—Henare and the others, and Hine Paketia. There were only two of us who sold at Wellington. Did not Kuru join? He was a consenting party to the sale by me and Hine. Did Puhara and Hapuku join? Yes, and Te Waihiku; he is a brother of Hapuku's. Were not they the principal chiefs of that district at that time? They were chiefs at that time. The principal chiefs? Yes. Were they not the negotiators with the Government for the sale of land? It was the Government appointed Hapuku and myself. The whole of these people did not consent. We had sold. Hapuku

and I did sell, and all these were objections by the tribe to our so doing. This is one [case of dispute], there were others. Were you not the principal owners? It was so said at Wellington. Hine Paketia and myself would be on that land, and so would all the others that have spoken. Through your ancestors, would you not be the chiefs? Yes, through our ancestors. Was not this the first occasion on which the tribe condemned Te Hapuku and you? This was only one. Was not this the first piece? Yes. Up to that time you had been the negotiators? Yes, that was the first time they began to complain. Why did they complain? Because Hine Paketia and I sold at Wellington, and the others had not heard. Was it not because you spent the money in Wellington? That is one reason, because there was not any part of the money brought up here. Many years after the sale of Porangahau, did you not accompany Mr. Purvis, Russell, Mr. Cooper, and Mr. Locke, and point out these boundaries as the boundaries of the block which you had sold at Wellington? I went. It was in 1854 I sold the block. When you went with Mr. Russell, was it not after the Taranaki war? I am not clear; I only remember about going on the ground. In 1861? I do not remember the year. Perhaps you are right. Which side of Korako did the boundary run? On the sea-side. (Boundaries read from the deed, when it appearing that the boundary went to the westward, witness said he was confused.)

Whenuahou.

(Government Block.)

George Sisson Cooper sworn.

I have no personal knowledge of the original sale in January, 1854, by Hori Niania and Hine Paketia, nor of any conversation between Mr. McLean and the Porangahau Natives at the preliminary negotiations for the Porangahau Block. When I came here in 1855 I found the Umuopua Block (the name Whenuahou is new to me; the Umuopua was the name by which this block always went) in possession of Mr. Johnston, as a run; at all events a great part of it, which he had under license from the Crown. At the same time the Natives were complaining that they had not shared in the money that was paid for the block. I do not remember hearing any dispute as to the right of Hori and Hine Paketia to sell. The point was, no money had reached the *iwi-kainga* (the people resident on the land). Mr. Pelichet, when he made his survey of the Porangahau Block, was directed to extend the western boundary from where it originally was fixed (Hori's block was never surveyed), so as to include the greater portion of the Umuopua Block. I went to Porangahau to endeavour to effect the purchase for the sum of £1,400, being the amount to which I was limited by my instructions. The Natives refused to accept this; they asked £3,500, and I reported to the Chief Commissioner that I believed they would take £2,500. I recommended the increase partly because a number of claimants were interested in the sale of Porangahau who had received no part of the payment for the Umuopua. (See Appendix to Journal of the House of Representatives, 1862, C. 1, p. 330.) It was understood then, and in all my negotiations with the Natives, that the extension of the boundary of Porangahau, in Mr. Pelichet's survey, and the increase of the purchase money for that block, were to satisfy the Porangahau Natives for their claims upon the land sold by Hori, leaving the small piece now called Whenuahou as compensation for the money paid to Hori and his sister. I am sure the Natives understood this, because it was so frequently discussed. In March, 1858, the purchase of the Porangahau Block was completed; Mr. McLean being then present. £500 were added by him to the amount I had been authorized to give, and the purchase was completed. The understanding clearly was, that the inland portion of Umuopua (now called Whenuahou) was to be left to the Government, in consideration of the £300 paid to Hori and Hine. Can you explain why the boundary of Porangahau was not run so as to include the whole of Umuopua? There would have been difficulty in doing that; two parties of Natives were violently opposed. The war of 1857 was hardly concluded, and it would probably have led to bloodshed if the Porangahau Natives had attempted to survey the whole of the boundary. Hori Niania belonged to Hapuku's people; Te Ropiha Tako was the chief of the most numerous section of the Porangahau Natives. They had taken no active part against Te Hapuku, but sympathized with his opponents. The exclusion of three-fourths of the Umuopua Block was to satisfy the Porangahau Natives, and for the sake of peace; otherwise Mr. McLean would probably have insisted on the sale by Hori of the whole of the Umuopua. The price of the block was at the same time raised from £1,400 to £3,000. The present complainant, Henare Matua, and those whom he represents, belongs to the Porangahau Natives. Do I understand that the title of Te Hapuku and his immediate relatives, Hori Niania and Hine, to the inland portion of Umuopua, was clearer than their right to the seaward part? Yes; at the same time the Porangahau Natives claimed up to the inland boundary of Umuopua, from Kiriwai to Hakekino, but they did not dispute the right of Te Hapuku's people. The Porangahaus abandoned their right to the inland portion in consideration of being allowed to sell the seaward as part of Porangahau and the increased price of that block. I do not say that the peace of the country in 1855 would have been endangered if Mr. Pelichet had carried the boundary of Porangahau up to Kiriwai, instead of breaking off at Maraekakaho. I cannot speak as to Pelichet's instructions, nor do I know what Natives accompanied him. I subsequently, about 1862, went up, accompanied by Mr. Locke, as surveyor; Purvis Russell as a witness; Hori Niania and Hemi Ngarangiangaora to point out the boundaries of the land left for Hori's money. Mr. Locke surveyed them, and I concluded the matter was settled. This survey was fully made known. There was no disguise about it. I supposed the matter was settled, till I heard of this question raised at Wellington about the Whenuahou.

Henare Matua.] Whose words are those, that Whenuahou was the land given for Hori's money? It was the word of everybody. There was a large assemblage at Porangahau, at Ropiha's place, at which it was publicly talked of. Is it so written in any document that the Whenuahou was to be for Hori's money? No; the repudiation of public bargains had not begun in those days. Who said that the objection to Hori's sale was the *tangata-pa-iwi* getting no money? That was the only cause of objection I ever heard raised. (Henare was referred to Mr. Cooper's letter C. 1, p. 330.) Do you know whether the reason of Hori's going with Mr. Locke was to show the portion sold in Wellington or the portion left for Hori's money? It was to show the boundary of the piece sold in Wellington and left for the Government. Who authorized that being the boundary for the land for Hori's money? The meetings at Porangahau authorized it. Did Hori point out the boundary of the land

Karaitiana Takamoana sworn. *Whenuahou.*

Mr. Locke.] Do you remember meeting me at Takapau about the boundaries of Whenuahou, and at Pakowhai also? You and I both went from here (Napier). What took place at that time about this land? When we went from here I did not know that our visit was about land. When we got to Waipukurau, Hori was asked to go, and then I knew. When we got there, all the people of Takapau went to see Hori's boundary. How many do you think there were? There are not many people there, but still a good many went; only persons from there went, not from other places. Mr. Locke read the boundaries out of Hori's block. We heard then the names of the places in Hori's boundary. I said to Mr. Locke, Is this land gone? Mr. Locke said, Yes, it is gone; it went when Porangahau was sold. Those persons who followed us went to oppose this line of Hori's. When they saw that it was included in the sale of Porangahau, their thoughts of opposing from then ended. Mr. Locke was informed that Hori had given incorrect boundaries, and we showed Mr. Locke the correct boundaries of the land that was sold at Wellington. We knew that at the time when Hori first went with Mr. Locke he gave incorrect boundaries, in order that he might have the place next the bush for himself. Our showing was not confirming Hori's boundary. When I went with Mr. Locke I was clear, because I was one of the persons who had a say as to that boundary which has been referred to by Henare—the money paid for Mr. Johnston by Mr. McLean; that was all. Mr. Locke showed the deeds, and said that this land went when Porangahau was sold. Mr. Locke arranged about the persons who were to go to point out the boundary to Ellison. I was not present at the sale of the Porangahau Block.

Henare.] Which land did Mr. Locke say had gone when Porangahau was sold? The land which Ellison said was to be surveyed. What are the names of the land which Locke said went in Porangahau? The land that Hori sold at Wellington. (Boundaries of Porangahau read.) Are those names within the boundary that Mr. Ellison surveyed?

Hikairo.] Te Ropiha and Apiata were the persons for the survey? I only heard Ropiha and Apiata surveyed. I did not see it. I am not speaking of the survey of Porangahau, but of the division of Whenuahou. Was it not the Wellington deed that Mr. Locke read out? Who was to know whether it was the deed from Wellington or from Porangahau?

Henare Matua recalled. *Whenuahou.*

How long is it since that £240 was paid? I do not know the time, but it was done perhaps six years ago. Was there no payment made since then? No; what happened after was the Government going and taking possession of the land.

CASE No. XXIX.

Takapau.

Karaitiana Takamoana sworn.

The Takapau was land that was sold by Hori Niania. The tribe did not consent to that selling. The persons to whom that land belonged went to McLean, and informed him. (Deed of sale, August 12, 1859, Register fol. 259.) After these Natives left, the money, £600, for this land was paid to Hori for this land, paid by Mr. McLean, £600 to Hori, and £50 to Te Kuri. After the money was paid, they went to survey the land; Hori and the Europeans. When the Natives of the place heard it, they went and built a pa on the land. The people of the place were the Ngaitahu and Ngatimaru. Is your hapu Ngaitahu? No; the land was given into my hand by Ngaitahu. (Explained that Karaitiana was the head of the land-league in this district.) I consented to the pa being built. Tamihana was the chief of the Ngatimaru, Hemi Ngarangi-e-Ngaia was chief of the Ngaitahu. What year was that in? About the time of the Waitara war. It may have been a little before or after. They were unable to survey the land, as the Natives kept possession of it. On a subsequent year McLean gathered the Natives together in his room, to talk over the matter. McLean wished us to agree to let the land go for Hori's money. The persons who were holding on to that land could not agree. At that time the Europeans were fighting against the Hauhaus on this coast, and on to the time when the fighting at Omarunui was over. Mr. McLean and I went to Wellington. Mr. McLean said he wished that difficulty settled. I said, Yes, it is well, I will agree to divide the land; to let the land of those who have taken the money be given, and the land of those who have not taken any be left for them. Mr. McLean said we must divide off a piece also for Te Kuru's £50. You must divide a portion out for the land which Reuben Hurupau Puhara had. The place was named Opako; but it is a portion of this block. McLean said that Patukaikino and Heki also had money for portions of this block, the portion called the Munokahunganu (the bush part) and that we were also to agree to give land for the money that Ropata received for the Pohatu-o-manuwhiri, £100. I said to McLean, I do not know of that money, either Heki's, Ropata's, or Te Patukaikino. I said the money of Rupene (Reuben) I know of. I said to McLean, If his money is to be allowed, it must all go on one portion of the block. His desire was that it should rest all over the block. Mr. McLean said, It was well. When we returned, McLean said, You must go to Cooper in reference to the dividing off of this land. When you go to Napier, Mr. Cooper will accompany you. When I came to Napier, Mr. Cooper and Mr. Weber went on to the ground. Henare Matua and I were the Natives who went. But when we got on to the ground, of course we saw the whole tribe. We went on to the land. This is the plan which I understand. We went on to the creek, which is in the middle of the land, named Te Matau. I said to Mr. Cooper, Let the boundary go in the creek. Let the whole of the land be surveyed—if it is ascertained that there is more on one side than the other, let there be an equal division made, an equal division of the land between the Makeretu and the Te Pinepine (a stream running into the inland Porangahau). Mr. Cooper said, The most of one side was stone, and the other side was good. I said, Let the division be in the middle, so that both pieces will be equal in size. It is all stony alike; that next the Makeretu and that next the bush. Mr. Cooper went from where we were standing (on the Matau) in from the stream, and said, Let the boundary be here; he pointed to a hill near Kiriwai, and

said, Let the line go to that. I said, If you persist in wishing the line there, the matter will not be arranged. After my saying this, Mr. Cooper consented to what I before said, the line which should be surveyed to ascertain the area. Cooper said, That he would give us another half (share) of money, because the land left to the Europeans was larger. I said to Cooper that I was not clear about it. The only boundary I was clear about was the stream. After I had been contending with Cooper for a long time, Henare came forward and proposed that we should consent to Mr. Cooper's proposal to survey the whole block. My talk ended then; I left it with Henare and Mr. Cooper. They went to survey the land, but it was only the European portion that was surveyed. It was after I returned that the surveyors went. The Government afterwards sold the land to the Europeans. After this, when I went on to the land I found that the line did not run where it should have gone according to the arrangement with Mr. Cooper. The portion for the Natives was not surveyed. The Europeans placed sheep on the land. The sheep went all over the land. When they were asked for payment for the sheep, they would not give 6d. The European took the Maori horses feeding on the ground into pound. I was sad in consequence of that work, and asked that a fence should be put where Mr. Cooper had stood. The survey line had been taken to the southward of the proper line nearer the bush. I put up a fence straight in the line which Cooper had mentioned. We were trying to complete the fence for two years, and we were not allowed. That is why I adhere to the stream (Te Natau). There was no name on the Porangahau, where my fence was to have gone to. The matter was spoken of once in Parliament. Mr. McLean said that Ormond and I would arrange the matter. When Mr. Ormond and I returned from Parliament nothing was done, it remained as before. I leave it to the Commissioners to carry out the equal division of the original agreement. Mr. Ormond and Henare must speak in reference to the boundary being taken as it was. I was dark in consequence of what the Europeans did, and hence my trying to make the fence, which is not finished.

Mr. Locke.] You admit that a straight line was to be the boundary? Of course I left the matter with Henare and Mr. Cooper. I adhered to my original proposals for an equal division. Were there not other Natives there besides Henare and yourself? There were Maoris there—plenty. Were there not poles put up along the line that was arranged at the time? The posts were put in, but where was the survey? Where is the acreage to show that the poles were properly placed? Were not poles ranged at the time to show the line of division? It was not for the division? There was to be a survey. Then what were the poles for? It is true the posts were put in, but then the land was to be surveyed to show the portion the Maoris were to have. Then what was the line laid out for? That was not the permanent boundary, it was first made here because the acres could not be ascertained without a survey. Was not the line to be chained along? Yes, it was to run along there, but all the acres were to be ascertained. Why did you begin fencing that line if it was not to be a boundary? I was sad on account of the sheep. My fence did not run along the survey line. The survey line did not follow the line Mr. Cooper had shown. I heard that was to be the boundary, but still the land was to be surveyed, and I did not know but that some of the other land might come to us. The survey did not go along the line shown by Mr. Cooper; it went somewhere else. If the line of your fence was the right line, why do you go back now to Te Natau? The survey went in a different direction, that is one reason. The other is, that the acreage was not disclosed to us. Mr. Cooper's line was where the survey was. I did not run my fence along that but in a different direction. Did you not tell Mr. Locke on the ground that your fence was where you thought the poles had been put by Mr. Cooper? I told Mr. Locke, but what does that signify, because the matter was not completed as arranged. I went frequently on the ground with Mr. Locke, but Mr. Cooper's words have not been carried out with reference to the line.

Hikairo.] Did the survey line go along the line set forth by the posts? No, not according to Henare's idea and mine. On which line was your fence made? It went along the line indicated by Mr. Cooper. Did you consent to Mr. Cooper that that line indicated by him should be the boundary? I left Henare to settle that matter with Mr. Cooper, but the understanding was that the land should be surveyed and an equal division made. How was it posts were placed in the ground? It was not so arranged that it should be first surveyed and the boundary set out afterwards. Did not Cooper consider that the boundary was fixed where the posts were placed? Perhaps he so thought. Perhaps you went on the idea that the division should be equal? Yes. When you were making your fence did you go along Cooper's boundary? Yes. Is that the only reason you asked the boundary should be taken back to the stream—that there has been delay? One reason is, on account of the delay; and another, because the number of acres is not shown.

Chairman.] When you left Henare and Cooper to settle about it, had the posts been put up? It was when Henare agreed to what Cooper asked that the posts were put up. Were you on the ground? Yes; our talk was altogether.

Hikairo.] Did you say to Cooper and Henare that you were sticking the posts in, but that it should still go on the understanding that there was to be an equal division? Yes.

Mr. Maning.] Did you yourself see these posts placed? There were two placings of posts, one at the time of the survey and one at another time. Did you see these posts placed when Cooper was on the ground? I have said before that I did. If Henare had not been present I would not have agreed to what Mr. Cooper said.

Recalled.] Was it your understanding that the whole of Hori's block was to be surveyed and then divided equally between the Government and the Maoris according to acreage? Yes, that is what I understood.

In reply.] I did not know that Hori's boundary went to the Rakehou. If the boundary does go there, the thing is correct.

Takapau.

Henare Matua sworn.

What Karaitiana has said is correct. I will leave on one side a portion of what he has stated. There was one portion he was not questioned on, and I believe his statement to be correct. I will not refer to that. I will go to that part which refers to the boundary being laid down. What Karaitiana has said respecting the Natau being the boundary is true. That is his permanent boundary—the

boundary he mentioned to Mr. McLean as the boundary of the land left to him. I met Karaitiana at Waipukurau; he had asked me to meet him respecting the boundary. After he explained to me where he wished the boundary to go, he asked me what I thought. I agreed with him. I said, Let it be as you say. After that we went on to the land. Mr. Cooper, Mr. Weber, Karaitiana, myself, and three Natives from that place (Nga tangata o te iwi), Hiraka Poaka, Tanguru, and Maka Mukukai, were there. We went to a place on the stream (Te Natau), where we stood. Cooper said to Karaitiana, Where shall the division be? Karaitiana said, The place where I consider the boundary should be is this creek. Cooper said, From this creek running to where? Karaitiana said, To the end of the hill on the other side—pointing to the end of the hill; a hill on the seaward side of Porangahau. He said the creek should be the boundary, and then he pointed out a hill. (Cooper explained that the witness meant that he had asked if the creek should be the boundary where would be the end; and then Karaitiana said at the hill which he pointed out.) The hill is where the river went through. Rangitoto was the hill shown. Mr. Cooper looked, and saw that there would be a great deal of land cut off for the Maoris. He said to Karaitiana, It will not do to have the boundary here. Karaitiana said, Where shall the boundary be, then? Mr. Cooper said, Let it run along in a straight line from where we were standing, leading towards the third spur. Karaitiana would not consent; the only boundary he would agree to was the other one. Karaitiana and Mr. Cooper were talking; we were listening. Cooper said, It is well to leave the line here for the present; and when the land is surveyed, if there are 1,000 acres, 500 will be for us and 500 for you. In like manner, if it was 2,000, 1,000 will be for us and 1,000 for you. Karaitiana said to Mr. Cooper, No; let us fix the boundary at once here. Mr. Cooper said, Yes, it is well to have the line here; but it will be seen when the survey is made, because we cannot now say definitely. We might say the boundary is here, and on the survey it might be elsewhere. After Karaitiana's talk to Cooper, I said to Karaitiana, Let your talk end; leave it as Mr. Cooper says. Let the survey ascertain the correct boundary, I said; because, as Mr. Cooper has said, the survey will show the division. It is to be equal to each party. Karaitiana said, Leave it to what you and Mr. Cooper say. Although the posts were placed there, it was not as a definite boundary. Karaitiana continued to wait and watch proceedings. There was nothing in the posts being placed there. Mr. Cooper said that, when the land was being surveyed, Karaitiana and I should go with the surveyor, for fear you should think this land is being stolen. Karaitiana agreed we should go. As to these maps, they are new to me. I know nothing about them. Did you go to see the survey? Who asked us to go? The arrangement was not carried out because we were not informed afterwards. Did not the people of the place inform you? Perhaps Karaitiana may know, but I do not. Who put up the posts? We did, on the occasion of Mr. Cooper being there. Was the whole line set out? No. How much of it on the bush side of Te Natau? There was a ti-tree, and the line was kept straight for that; then they placed posts in a straight line. The Natives did, to take care of the boundary mentioned by Mr. Cooper, which was to be made correct when the survey was finished. The piece that was to be equally divided between the Natives and Europeans was the land lying between the Makareta and the Pinepine. The piece cut off at Otakara —a little bush on an island in the Makaretu.

Mr. Locke.] Was the land to be divided, the land mentioned in Hori's deed (Assignment of Takapau)? Yes, that is the land. Where was the land to be given for the money of Rupene? Mr. McLean said that the money should be all placed together on one portion of the land. Then it was not for Hori's money alone? Not for Hori's money only, but for the money received by other Natives. Do you say that Rupene's money, as well as Hori's, was to rest on half of Hori's block—Takapau? Yes, that was the arrangement with Mr. McLean. Were you there? I heard the conversation of Mr. McLean and Karaitiana here; it was not there. I think Mr. Locke was present. It was at the time of the investigation of Omarutairi. The Natives here had £750 to give to McLean, which had been paid to Hori in order to get Omarutaieri back. Mr. McLean would not consent; he wanted the land.

Hori Niania sworn. *Takapau.*

Do you remember selling the Takapau Block? I remember. How much did you receive for it? £400 to me, and £50 to Te Kuru. The first selling of that land was by Te Kuru. The people of Wairarapa also joined in selling; Wereta Kawakairangi received £50. Did Patu Kaikiro and Heki get any money? No; they did not take any. Hamaiwiko got £100. Did Reuben get any? He took it for Opako. Has that land passed to the Government? Opako, I think, went for his money. Which side of Makaretu went for his money; did the side next Tameto (South)? No; it was the side next here (North). Did not Ropata Te Wakakakori get money? No; for another piece. Did the piece he got money for pass to the Government? Yes; I heard at that time that it was gone. Is it now Government land? Yes. Where is it? I do not know; I only heard of it. What is your complaint about Takapau? Have you heard of the arrangement between Karaitiana and Mr. McLean about that land? No; I was not present when they talked together; they were not friendly with me, on account of my selling. Since then I have heard of what Karaitiana has been speaking of—of Couper and Karaitiana going on to the land about the boundaries. Was that a satisfactory arrangement? I was not included. Were you satisfied with it? I was not opposed to the arrangement made, as this is one of the pieces I got into trouble about. Are you and the people that are with you agreeable to the arrangement made between Karaitiana and McLean? Yes, we are. Do you give up all claim on the Government in every way? I have nothing further to do with it, and I give up all claim on the Government either for land or money in respect of it.

George Sisson Cooper sworn. *Takapau.*

I remember the circumstances connected with the purchase of Omarutairi Block. It occurred in the year 1859. Two years previously there had been a quarrel amongst the Natives of this district. The Government had purchased up to the Makaretu, and this small place was left between that river and the Seventy-Mile Bush. Ani Te Patukaikino and Atenata Heki were two old people who had claims on the block, and received a payment on account of their half of the land, Te Umu

and Kahungunu. The first block is Omarutaieri, or Takapau. The purchase was made of Hori Niania and Hine Paketia. By an understanding with the Natives, a strip was left along the edge of the bush on which the Takapau settlement is situated, and the Pinepine Creek was taken as the boundary, down to its junction with the Porangahau (inland). At the time of the purchase the different parties of Natives lived apart, and never met. Hori always held that he had the right, as the chief, to the disposal of the land; that the *iwi-kainga* were there in the position of serfs, and were allowed to remain there on the condition of sending part of the produce of the land every year to the chiefs. Hori's statement as to the money that was paid on this block is correct. The first was £50 to Te Kuru. Little, if any, of that land came within Hori's boundary. It was bush at the point called Rakehou (where Te Natau comes out of the bush). A few days after the purchase was made from Hori, it was opposed by the *iwi-kainga*, and the matter was put into the hands of Karaitiana, who never pretended to have any interest in the land, but took it up as leader of a political party, whose object was to stop colonization. The Government did not attempt to take possession of the land, and matters remained in this position for several years. The Native Land Purchase Department became extinct; Mr. McLean, the Chief Commissioner, became Superintendent of Hawke's Bay, and retained the powers of Chief Commissioner only to wind up outstanding questions. In 1866 or 1867, during the sessions in Wellington, Mr. McLean made arrangements with Karaitiana as to details, of which I can give no evidence. Karaitiana came back from Wellington with a private letter from McLean to myself, in which he informed me that he had arranged with Karaitiana that the land sold by Hori was to be divided equally, taking value and extent both into consideration, and requesting me to favour him by accompanying the Chief Provincial Surveyor and Karaitiana, and having the boundary dividing the land definitely marked off. What I did was not official; I merely went to assist the Provincial authorities. I went with Mr. Weber, accompanied by Karaitiana and Henare Matua, as they have said. We met some of the people interested on the ground, and what took place has been nearly accurately described by Takamoana and Matua. The difference between their statement and my recollection is this: That when I asked Karaitiana, from the rise on which we stood, to point me out by some mark on the opposite hills whereabouts the Natau would about join the Porangahau, he pointed it out. I said, I do not think that is a fair division, because the land on one side of the Natau is a shingly plain, fit to carry nothing but sheep; the land on the other side, though stony, is of a very superior quality, and, taking the line of the Natau, you get more in quantity even than you give. We had a long discussion, and I said, The only way to get at it will be to survey the whole block, and then make a division by acreage. To that they objected, and asked me to point out where I thought the boundary should go. I pointed out another spur on the opposite hills, which I thought would give a fairer line. This was at last agreed to. The line was ranged out by poles, put in by the Natives of the place themselves, under Mr. Weber's direction. The spurs of the hill opposite are peculiarly shaped, like a Maori eel-basket. I think it was about the third spur from the Natau (southwards) that was selected. The bends of the river show these spurs. Henare is right in saying that it was the third spur. Mr. Weber took the bearing of the line with the prismatic compass, and we came away. We left the ground, leaving the line marked out as the final boundary. The statement of Henare Matua, that the division was to be of the block as cut off at Otakara by a straight line to the bush, is incorrect, for Hori's boundary runs up the Natau to Rakehou. When on the ground with Weber and the Natives, I made no undertaking that Karaitiana and Henare should be sent for when the survey was made. I had no power to do so, not being a Provincial officer. Though I very likely interpreted such a promise from Mr. Weber to Karaitiana and Henare, I cannot say I have any recollection of doing so. There was no possibility that any surveyor coming on to the ground within a week or two could mistake the line. It was understood that the three Natives who accompanied us, and who have been mentioned by Henare, were to be employed on the survey.

Karaitiana.] I understood that you said it was to be the end of the matter? Did I not ask you to have the whole of the land surveyed? I do not think so; I do not remember it.

Hikairo.] Did you not hear there were troubles arising about the land afterwards? I heard about Karaitiana's *taiepa.*

Takapau.

Alfred Jarman sworn.

I am a draftsman in the Provincial Survey Department. I have seen the map of Takapau Have you ascertained the contents of Hori's block? The total quantity is 4,000 acres (4,013). How much of that block has been sold by the Government to Mr. Johnston? 1,860 acres. That is all the Government claim out of that block. The 1,860 acres includes road allowance. The map is on a small scale, and the boundary crooked. In calculating again, I might make a difference of 30 acres. The Native portion is 280 acres in excess of the Government portion. I have not been on the land myself.

CASE No. XXX.

Wharawara.

(Government Case.)

Ihakara Whaitiri sworn.

When Porangahau was sold this land was divided off for the Maoris. After the sale the land was not seen, the Government had it. It was not seen for four years. After the sale the European's sheep were placed on the ground. We were four years disputing about it; then I went to Mr. Locke, and he got the land surveyed. It was twice surveyed. The people who made the first survey with Pelichet are here. The finishing survey was that made by Mr. Locke. My request is that the land should be given to me. Are you one of the persons named as grantees by the Land Court? Yes; there are three altogether. The boundary of Porangahau goes down the Whangiu stream till it joins the Mangapuaka. How does the boundary go across from Mangapuaka to Poutiri? It runs up the Mangapuaka. Where does it leave the Mangapuaka? At Te Takanga; it is a stream. On which side of Mangapuaka? On the bush side; it comes out of the bush. Were you satisfied with Locke's

survey of the boundary? Yes. Te Poutiri is a hill; there is a surveyor's post there (a trigonometrical station). The line from Poutiri strikes the Mangawhua at Te Mangaatematetopu (a stream). The stream joins on the Government side of Mangawhua.

CASE No. XXXI.

Waipawa.

(Government Block.)

Heta Tiki sworn.

I have a complaint about Waipawa. The name of that place is Tapairu, on the Waipawa River. Complaint No. 52. We object to Harding saying that piece has gone to him. The portion that was left out when the Court sat is the portion that European claims. Can you show on the plan the part that was left out? The Court left out a portion of the land. Do you recollect the boundaries of the Tarewa Reserve being set out in the purchase of Te Hapuku Block? I do; I accompanied the surveyor Pelichet.

Mr. Locke.] I was not aware that the boundary of the reserve was the edge of the bush. Do you recollect the Hapuku leasing some of his land to Mr. Cooper? I recollect. What happened when the lease ended? Mr. Cooper left. Do you recollect asking Mr. Cooper's leave to occupy some land? Yes, on account of the flood; our pa was carried away by the floods. We paid for our occupancy of that during the years we resided there. It was Government land. Were you present when the land passed through the Court? Yes. Was anything said about the boundaries then? The persons who requested the investigation were those who spoke. Did you consent to the alteration of the boundaries? No. Do you remember a fresh surveyor going after the Court? No; I was working with Europeans myself at the time. Was the first you heard of the boundaries being changed seeing that fence erected? No; it was first after the Court, and also when I saw the fence. I did not consent that that should be the boundary where the fence was. I objected to the fence remaining there. Did you apply to the Judge of the Native Land Court? I have written to the Chief Judge. He said the matter should be arranged between the Government and myself. I have had a summons issued to me in consequence of what I did about the fence, from Harding. (Writ in trespass from the Supreme Court.) I accompanied Mr. Pelichet, the surveyor; Hori Ropiha also went, and Paora Ropiha, Hori Niania; those were the persons who were with the surveyor. By whom were they authorized to point out the boundary? By the tribe, and by Te Hapuku. Who were especially asked? Hori Niania and Paora Ropiha. I went as well as a friend, and also to show them some of the places. Was there any pa at Waipawa then, where the pa now stands? No. No one living there at the time? No. Did you not understand at the time that the bush was the boundary? No. Was it left to Hore Niania and Paora Ropiha? Pelichet's line was not at the edge of the bush. We all went together, and I did not remember the line went to the edge of the bush.

Waipawa.

William Ellison sworn.

I am a licensed surveyor, and made this plan from the instructions of the Native claimants, when Complaint No. 52. the whole of the Tarewa Block was going through the Court and being subdivided between the different claimants. The green line shows the claim of the Natives as set out by Mr. FitzGerald, a surveyor for the General Government. I found most of the old pegs. They are branded as marked on the plan; one of the marks I believe to be FitzGerald's O—O, the other may have been Mr. Pelichet's ⓘ. The peg by the river (Waipawa) is branded in a similar way, and another peg adjoining it H T. When I made the original survey in 1866 and January 1867, Mr. Cooper was present part of the time, and assisted to point out the boundaries, along with many Natives. Mr. Nation, surveyor, was also present with a plan. The Natives employed him to assist to find the boundaries. In issuing the grants, more land than claimed by Natives was included in Kaimutumutu, north and south. There was a balance against the grantees of Rautuhi, a larger piece being taken off, that they claimed was given out of what they did not claim. As to Tapairu, the grant excluded 35 acres 3 roods 3 perches of land claimed by them, and 5 acres 3 roods 28 perches of river bed.

Mr. Locke.] I feel certain that the pegs were Mr. FitzGerald's. Were they boundary pegs or traverse? They were boundary pegs. I have every reason to believe they were not Mr. Bousfield's. They were pointed out by Mr. Cooper and Mr. Nation as boundary pegs as far as the first survey went.

Recalled after Mr. Tiffin's evidence.] The green line on my vellum tracing corresponds apparently with the black line (continuous) alongside the yellow boundary.

Waipawa.

Henry Stokes Tiffin sworn.

I was Chief Surveyor and Commissioner of Crown Lands in this Province from 1856 to 1863. (Plan of Waipukurau district produced.) Witness pointed out to the Court the boundaries of the Crown grants, showing the difference between Bousfield's survey and FitzGerald's. In the beginning of 1860, or the end of 1859, I sent a surveyor to mark out the boundary of the Tarewa Reserve. Mr. Bousfield was the surveyor. He cut a trench with a spade part of the way. In October 1860, I received a communication from Mr. Cooper, Native Lands Purchase Commissioner, acquainting me that Bousfield had made an error, by which a considerable quantity of land sold to the Crown was made to appear a reserve. Mr. Cooper requested me to send another surveyor, and I despatched Mr. Michael FitzGerald, and from his survey the Crown grant was made I do not know that FitzGerald or Pelichet had any special marks on their pegs. The line set out by FitzGerald was intended for the boundary of the reserve. I understood he was to be accompanied by Mr. Cooper and by Hori Niania to point out the boundary. The broken line marked yellow, is the line set out by FitzGerald as the boundary of the Native reserve.

Waipawa.

George Sisson Cooper sworn.

In 1859 and 1860 I was living on the land adjoining the Native reserve at Tarewa. Before I was actually living on the property an assistant-surveyor, Bousfield, was sent to mark off the boundaries; he cut a trench which went right into my property. Fitzgerald was sent instead; and I went with him and with Hori Niania, and by Hori the boundary of the reserve was pointed out to me, as he stated, acccording to Pelichet's survey—Fitzgerald using Pelichet's field-book at the time. I had pegs put in in various parts of the line, which were branded with a private brand of my own as well as that Mr. Fitzgerald used to use. There were one or two places where slight deviations were made from the original boundary, as pointed out, and the new line. When we came to the Waipawa end of the line there was a great difference between what the Natives pointed out as the boundary and that which was the boundary in the Crown grant, under which I was holding at the time. I took a great deal of pains to ascertain the spot where they told me that Mr. Pelichet had driven in a peg, and having ascertained where it was (we did not find the peg, there was none), we put a branded peg in. I told the Natives at the time that the boundary was within that of Tollemache's Crown grant, under which I was occupying; and that it was not in my power to give them the land, but that I believed it had been granted in mistake—that statement being made by me to the Natives, thinking that we were exactly following Pelichet's surveys. From what I have now heard, I think it probable that I had been taken along Mr. Pelichet's traverse line. Certainly at the time I thought I was following the boundary of the reserve as surveyed by Pelichet. What were the private marks you referred to? Mine was (1). Mr. FitzGerald's was O—O.

Waipawa.

Hapuku (on his declaration).

Mr. Wilson.] Do you remember the Tarewa reserve being laid out? I remember. Can you give the Court any information as to the boundary? What was the reserve to be of? The bush. Was the boundary to be the edge of the bush? Yes; and also other portions outside. Do you know Harding's fence? That is inside this piece that is being spoken of. Pelichet's survey is the correct one.

Mr. Locke.] Did you instruct Hori Niania and Paora Ropiha to show the boundaries to Pelichet? Yes. What were your instructions? I said to Mr. McLean, I should go to show the boundaries; he said, No, let the young fellows go. What instructions did you give the young fellows? I told them to keep outside at Matuiwi with the boundary. Were not your instructions to show the bushes? No. I told them to go outside them, but they did not obey my instructions. I do not know about this European's fence. I know about Pelichet's survey.

Waipawa.

Henare Matua sworn.

Mr. Wilson.] Do you recollect accompanying Pelichet when he surveyed the Tarewa Reserve? Yes, I went with him. Did the line Mr. Pelichet drew run close to the bush? It was not close to the edge of the bush; perhaps in some places thirty or forty yards off. Do you know the fence Mr. Harding has put up? Yes; that does not agree with the line drawn by Mr. Pelichet. The boundaries were marked off by stakes in the first instance, the cutting of the lines was afterwards. It was a line cut through the scrub. The pegs are standing there yet—short, made of totara. A great number of persons present know of that survey. I heard the line was to run along the bush; the line cut off the bogs in the bush; there was only part where it intersected.

Waipawa.

Hori Niania sworn.

I remember the sale of Te Hapuku's block. I know there was a portion reserved for the Natives at that time. The reserve was surveyed by Pelichet. I represented the Maoris. Te Hapuku did not say to me that the line was to go at the edge of the bush only. The line came from some kahikatea trees straight to the Waipawa. Some of the bush went to the Europeans, some remained for the Natives. The line did not bend, it went straight. (The line went from a kahikatea tree on the Tuki Tuki indicated by witness to the Waipawa.) Our starting point was the kahikitea on the Tuki Tuki. The red line on the plan is subsequent work. (The red line plotted by Pelichet.) We cut the lines. We are quite clear as to the boundary that was cut, the Europeans are not. What we wish is that the original line should be adhered to. The Europeans do not wish that to be the case. I recollect the line crossing the Waipawa, and then a line was taken along the river, crossing it sometimes. That was the line of the reserve. The line went between Mr. Russell's bush and the Tuki Tuki (or true right bank of the river). Mr. Henry Russell has the piece between the line and the river. It was included in error, but Mr. Henry Russell has it, and the stream is now the boundary.

Waipawa.

Charles Nation sworn.

Mr. Locke.] I am a surveyor. I have been a surveyor thirty years, and twenty years in this Province. I have done a good deal of work for Natives surveying reserves, &c. I believe I arrived here shortly after the purchase of the Hapuku Block. I know the Tarewa Reserve. Pelichet had finished the survey of that when I came. I have principally resided at Waipukurau and Tarewa for the last seventeen years. There is only one correct boundary in my opinion, viz. Mr. Michael FitzGerald's survey. The edge of the bush is the boundary, and that Hori knows perfectly well.

Mr. Ellison.] The Natives have always been under the impression that Mr. Michael FitzGerald's line was the boundary.

Chairman.] Who pointed out the line to Mr. FitzGerald? Hori Niania. Mr. FitzGerald depended entirely on Hori's information.

CASE No. XXXII.

Kaiarero.

Complaint No 29. (Government Block.)

Te Waka Kawatini sworn.

Mr. McLean came to this district to procure land. I said not to let this land go. I was alone, the four or five hundred were against me, and were willing it should go. Then all my relatives (those four or five hundred I have mentioned) came to me to ask me to let it go. Persons not of the four hundred (disinterested persons) said, Leave it to Waka. It was then given to McLean by the four or five hundred. I was one, excluding Kaiarero. I said to my friend, Mr. Park, surveyor, to survey my land out; to survey Kaiarero as for us. I said the boundary was at Te Aua o Moekahu. It was not surveyed separately, because McLean and I disputed about it. It is on the inland side of the Waiohinganga. (Deed of cession, November 17, 1851, read, signed by Tareha, Waka Kawatini, and others, the Ahuriri Block.) Those are the names of the places, but Mr. McLean and I continued to dispute about it to the time of the Hauhaus. I was not present when the document was read. I merely placed my name to it afterwards. McLean called for me, and I came and signed my name.

Mr. Locke.] Who was present when you signed? A great number of persons; McLean was in the centre. McLean had read the deed before I came. I said at once to Mr. McLean, "Where is Kaiarero?" McLean said, "Waka, why are you troubling about that small bit?" I thought at that time it was not included in the sale. In consequence of what he said I considered that Kaiarero was handed back to me, but subsequently we contended about it. Did any one else join you in asking for this reserve? We all asked. How long after the signing of the deed before you raised the question? We commenced at once. I did not stand up and ask McLean to reserve Kaiarero. I did it when we agreed to sell it. The reason I did not ask was that I thought it had been clearly arranged in the first instance. It was within a year I became aware that Kaiarero was included in the sale. I knew from McLean. I did nothing; I thought . That was twenty years ago. I thought nothing more of the return; I left that to Te Waka. McLean and he . The reason I did not mention Kaiarero with the other places when I proclaimed it publicly was that I forgot. I am indifferent about it myself. I left it to Te Waka, who is strong.

Kaiarero.

Complaint No. 29.

Paora Torotoro sworn.

When the land was sold to McLean I was the person who mentioned the places which were to be reserved for us—for the Natives. My brother said that Roro-o-Kuri and Kaiarero were to be reserved for his children. My brother is dead. When I proclaimed publicly the reserves, I did not mention Kaiarero. I mentioned the three other reserves—Wharerangi, Puketitiri, and the Roro-o-Kuri. When I went back to my place, Akuhata (my brother) sent me back to McLean, and said, Let Kaiarero be left for my children. This was previous to the deed being signed. I returned to Mr. McLean, and said, My brother says that Kaiarero must be reserved for his children. Akuhata signed the deed. Mr. McLean said, It is well; that was all. It was then left with Te Waka, Wirihana, and Paora Kaiwhata, respecting the surveys. I did not go. Did you hear the deed read over before you signed it? The day the land was given to Mr. McLean those four reserves were agreed to; but it was on another day we signed the deed. I was there at the beginning of the signing—at the commencement. All that was done was the signing of the names. The deed was read over. The names were signed when the land was given, but the boundaries were not shown till afterwards.

Mr. Locke.] I heard the three reserves mentioned, and I afterwards signed my name. The giving of the land to McLean was on one day, and the signing of the deed on the morrow. Did you ask for any more pieces? Yes; for Kaitangata, and another piece above Kaitangata, Te Rauahungi. I am not aware whether any one else asked for any more.

Hikairo.] When Mr. McLean read over the deed, I did not hear him mention Kaiarero. On the occasion of the signing the money had not all been paid. The survey was going on when I spoke about Kaiarero. We all went to show the lines; Tareha and all the chiefs went. I understood Kaiarero was within the boundaries; it abuts on the water. Maporiki went to McLean. Kaiarero is a small piece; Locke knows how large. Paoro Torotoro was one of those who asked that those three places should be reserved, and also Kaiarero. I want my land returned to me by the Commissioners—the whole.

Kaiarero.

Paora Kaiwhata sworn.

I had a beard when the Ahuriri Block was purchased. That place (Kaiarero) is still our land; it has not been sold. I signed the deeds. Puketitiri, Wharerangi, and Kaiarero were agreed to at the one time. Mr. McLean said, Why are you reserving Kaiarero from what you are selling? We answered, We wished it reserved for a place where we might obtain thatching for our houses. Mr. McLean knew of this, and of the reason of our wishing it to be reserved. He consented; he said this in presence of all the principal Natives, and in fact of the whole. We dug a boundary across the portion that was to be reserved, and that boundary remains. When was this boundary dug? It was dug on our return from signing the deed. One conversation was with Mr. McLean at the Warewarekou, behind this place; and the other conversation at Okeka, at the other side of the river—at the Spit. We had all signed our names to an agreement giving the external boundaries of the block, and it was subsequently to this Mr. McLean consented to give the reserve.

Mr. Locke.] This document (the deed) was only read respecting the external boundaries. The statement of the previous witnesses is untrue.

CASE No. XXXIII.

Te Ranga.

Complaints 57, 63, and 84. (Government Block.)

Te Hapuku sworn.

Mr. Lascelles.] I know the block of land called Te Ranga. I have never sold that to any person. The part that has not gone to the Government is at the head of the Maraekakeho. I am not aware

that my name appears to a deed conveying that piece of land. Mr. McLean is aware that I did not sell this ground. I have had a survey made of that land on account of Europeans having gone there to reside. When the land was sold to Mr. McLean this was left out. When I found them on the land I told them that they had no business there. This was the year before last. I wrote to Mr. McLean at Wellington, complaining. He did not reply. Mr. McLean said that it was no matter of his, that Cooper might have something to say to it. That if they were in office something might be done; but he (Hapuku) must speak to the Government. I pointed out the boundaries of the land I wanted to sell. I said to McLean, On the other side of Waipapa your boundary ceases. (The boundaries of the land in the deed being read, he said it was incorrect. Witness admitted that the boundary as read included Te Ranga.) At the time of the selling of that land, no document was read to me. I did not see a plan this time on the deed. (Plan on copy deed.) The boundaries were not read to me as they have been now. The boundaries in the deed are not correct. Only lately, when I saw the posts of the surveyors, I saw the boundaries were wrong. When I went I saw that fences had been put up there. It is now going on to four years ago. I wrote to Mr. McLean, asking him and Mr. Cooper to come up here, as my land was being taken by the Europeans. I wrote once to Mr. McLean, and saw him about it. I saw him in Auckland and said to him, When we return to my own place give me back my land. McLean said the new Government might do something for me. I mentioned Te Ranga to the Committee of Parliament at Wellington as belonging to me.

Mr. Locke.] McLean spoke about the new Government when he came from Wellington, and then we all went to Auckland. Was it at Napier? Here. (Mr. Locke thereupon showed that Mr. McLean was at the time Native Minister.) Mr. McLean and Mr. Cooper purchased the Maraekakahu. Cooper did the negotiations. McLean was there also. I do not know who was present when I signed. I do not know if Te Waka Rewhareke was present. The deed was signed at Napier. It was not read over to me. If I had heard those boundaries I should not have signed the deed. Are you in the habit of selling land? Yes. Are you in the habit of signing deeds without having them read over to you? (No answer could be got to this question.) Were you the principal seller? Yes.

Mr. Lascelles.] When I sold this land to Cooper I had sold a great deal more land. The boundaries were clear to me of those that were sold before, according to the documents that were read to me. This is the only one I was deceived in. I stated to McLean before the deed that I did not wish to sell Te Ranga. Did you give the names of the boundaries to Mr. McLean before you signed? I disclosed the Waitangi-tangi as the boundary. I said, That is the boundary for you two. I gave the names of the boundaries to them. I went of course to lead them round the boundaries. Who was the surveyor? Mr. Park. I showed Mr Park the boundaries. I did not accompany him when he was making the survey. There was only one talking of payment for Maraekakaho.

Hikairo.] It is correct that I heard words from a document, but they were not the words that I have heard read to-day.

Mr. Maning.] The Natives have not occupied Te Ranga since the sale. I have never offered, since the sale of Maraekakaho, to let or sell Te Ranga to any European.

Mr. Lascelles.] When McLean negotiated with you about the sale of Maraekakaho, did he mention Te Ranga as included? No. He did not say to include Te Ranga in the sale of Maraekakaho.

Chairman.] I did not hear the name Manga-o-Nuku mentioned when the boundaries of Maraekakaho were read over. Did you hear Parikarangaranga mentioned amongst the boundaries of Maraekakaho? No; it was not. Do you think the officers cheated and put it into the deed? I agree it was cheating. Did you hear Waiokoia mentioned amongst the boundaries when you sold Maraekakaho to Mr. McLean and Cooper? No. The deed gives the boundary all along the Manga-o-Nuku from Parikarangaranga to Waiokoia? That is their boundary, not mine.

Te Ranga.

(Government Block.)

William Ellison sworn.

Mr. Lascelles.] I am a licensed surveyor. I know the plan before the Court. I received instructions to prepare it for Te Hapuku in December, 1871. The plan was prepared according to the boundaries pointed out by him. My son went with Te Hapuku. I had my son's notes of the boundaries, and I afterwards accompanied my son to make the survey. My reason for making the eastern boundary straight was, that it nearly coincides with the foot of the hills (called Te Ranga) which the Hapuku gave us as his boundary, and that objections were made by the Europeans in possession to allow the survey. The plan included 13,570 acres.

Te Ranga.

Complaint No. 57.

Kerei Tanguru sworn.

Mr. Lascelles.] I live at Omahu. I was not present when Maraekakaho was sold. I am the person to whom that land belongs. My name appears in the document signed. I saw the sale, but not the taking of the money. I heard the document read, but I was a person who was in the habit of moving about, and I did not listen. I know about the land which was sold, and that which was reserved. I know it through different parties taking their own portion and my not receiving any; consequently I know that the portion for which I received nothing remained to me. The portion I claim to be owner of is Te Ranga. I received none of the money for Maraekakahu. When I arrived the money was all expended. I have asked Mr. McLean to return Te Ranga to me. I asked him in 1865. I did not know before that my land had been taken. Mr. McLean said, Wait a bit; we must look in the plan. The time of the second Parliament McLean returned here, and I went to him again. I then said, Mr. McLean, give me back Te Ranga. He said, Which pieces? I replied, From Rakau kiaroa reaching on to Te Ranga, making in to Tamata-waikoia at the end. McLean said, We could not dig up dead bodies. I knew from that that land was gone from me. Te Ranga is the land above; Maraekakaho is the plain. Maraekakaho was the only piece that was sold; Te Ranga remained. Te Hapuku speaks for me in land sales.

Hikairo.] I thought at the time that Te Hapuku was doing right in selling land in order that we might obtain money. My knowledge concerning Te Ranga was when I heard Mr. McLean and Te Hapuku contending about it. When I returned from Taupo I asked Te Hapuku if Te Ranga was

gone; and after that were those conversations of mine with Mr. McLean. I did not know at the time of the sale that Te Ranga was excluded. I was a chief at the time of the selling of the ground. I heard all respecting the sale of the land, but what could I do when there was money to be obtained?

Te Ranga.

Epiha sworn.

Complaint No. 63.

I did not see the sale of the land Maraekakaho. I was absent at the time the lands were sold. In 1860 I returned from Manawatu. In 1861 Te Hapuku spoke to me respecting Te Ranga. Te Hapuku said to us, Te Ranga is still remaining; I did not sell to the Europeans or the Government. We had just returned from Manawatu. The Hapuku had sold a number of pieces of land belonging to us, and informed us that he had not sold this one.

Te Ranga.

Te Ikatahi sworn.

I heard the evidence of Epiha. I know that part of Epiha's evidence is correct, and part incorrect. I wished to have spoken yesterday, after Te Hapuku, because mine would have joined on to his. It was on a different occasion from that Epiha refers to that I heard about Te Ranga. On our return from Manawatu I heard from Ropata; in 1860. I came back at the same time as Epiha. There were 100 of us. I heard from Ropata Te Wakakari the speech of Te Hapuku, that the land which remained was Te Ranga. I then wrote a letter to Hapuku. Te Hapuku said, Yes, Te Ranga has not been sold. I then wrote a letter to McLean. He received the letter. He was here. Te Hapuku sent a message to McLean respecting Te Ranga. I said, Friend McLean, Te Hapuku has informed us that Te Ranga has not been sold. This is to inform you that land is mine. This letter was in 1861. I asked in my letter to McLean if Te Ranga still remained. I believed Te Hapuku, but still I wrote. Te Hapuku and I came to town, and in the evening we went to McLean's house in Napier. This was in 1861. After something to eat had been given us, the question was then put. McLean said, Reihana, you must sell the piece of land, Te Ranga, to me. He said, Perhaps you will want £1,000. Te Hapuku said £1,800. After the Hapuku and McLean had spoken, I then commenced talk. I said, If you were to give me £2,000 or £3,000 I would not agree. McLean said, It is well. I said to McLean, On our return we found all our lands had been sold, and we are not going to let you have that small piece that is remaining. Our conversation with Mr. McLean ceased. Some years after I went to Mr. McLean's house on the hill in Napier. Mr. McLean was Superintendent at this time. Mr. McLean then said to me, Reihana, I have received an answer from Cooper respecting what I said to you, and he is not clear whether Te Ranga was sold or not. Mr. McLean said the land was not surveyed by Cooper, but Park surveyed it. He said, Where did the boundary of Maraekakaho end according to Hapuku's statement to you; did it not reach to Mangaonuku? I said Te Hapuku informed me there was a selling of Maraekakaho on this side, and also on the other. My communication with McLean came to an end, ceased altogether, respecting that land. After this we sent an application to the Native Land Court respecting Te Ranga; at the time of the first Land Court in 1865. My European told me that if the land passed through the Court, my house and fences I will give to you. The Government will compensate me. The reason why that land was not investigated by the Native Land Court was that Te Hapuku had so many pieces surveyed he had not money to pay the surveyors.

Mr. Locke.] Did you ever hear that Te Hapuku was in the habit of selling land? Certainly, he was a European, like Mr. McLean. Did you hear of the sale of Maraekakaho before you were at Manawatu? I only heard that land was being sold at Heretaunga. When I was at Manawatu my thought was that Te Hapuku had sold a great deal of land. Did you ever get any payments? No. Was not Hapuku the agent to sell land to the Natives? I said that Hapuku was a European; and I meant, that if any Native wanted to sell lands, he gave it into Hapuku's hands. But I was absent, and did not give my lands into his hands. If you had been in Heretaunga, would you have stood up against Te Hapuku to hold back the land? I am not strong to speak of the past. On the question being repeated, witness said that if he had gone to live with Renata he should have refused to sell, but if he had been living with Te Hapuku he should have consented, as every one was selling at that time, and there was no one to oppose. Hundreds were selling.

Hikairo.] Did not confusion arise through Te Hapuku's land-selling propensities? Yes; but do not blame Te Hapuku alone—say Te Hapuku and Mr. McLean.

Te Ranga.

Renata Kawepo sworn.

Mr. Locke.] Do you remember the sale of the Maraekakaho Block? Yes. By whom was it sold? Te Hapuku. Did you hear of any reserve on it? No; I was living at my own place, and heard of the sale. I was an opponent to the land-selling. I heard this block was sold. What I heard was that that land was sold to the Europeans. Did you ever hear what the inland boundary of the block was? I did hear, but I did not retain the knowledge. Did you hear that it went back to the Mangaonuku? My ears heard that. Did you afterwards receive payment from the Government for that and the adjoining blocks? No. For Kereru-aorangi and the adjoining blocks? I did not receive any; I speak for myself. Was not £1,300 paid for outstanding Native claims on that and the adjoining blocks? I know of that money, but it had nothing to do with the lands mentioned in your question. (Receipt read for £1,300 for claims on Maraekakaho and adjoining blocks. The Mangaonuku and Parikarengarenga are mentioned in that receipt.) I understand those words. It is correct. Is Te Ranga within that boundary? I recollect the payment of that £1,300. There were ten of us principal persons present. I did not learn at that time that Te Ranga was a reserve. Te Hapuku and I lived at separate places at that time. I was then living at Omahu, and Te Hapuku at Wakatu, nine or ten miles off. I was continually opposing the sale of lands to the Europeans, and the others were selling. Te Moananui was living a mile and a half from Te Hapuku. When did you first learn of the claim of Te Hapuku about Te Ranga? I am not able to state. It was just at the commencement of the Native Land Court in this district that I first heard of this claim.

Mr. Lascelles.] Do you know the boundaries of the Maraekakaho Block, as fixed at the sale? I did not know; I heard. What did you hear? I heard the boundaries mentioned, but I do not

remember the names. I did not hear of Te Hapuku's claim to Te Ranga previous to the Native Land Court. What did you then hear? I heard that the whole country had been given by Hapuku to the Europeans. What I first heard about it was Te Hapuku's statement, that he had reserved a piece of ground for himself—Te Ranga. Is that all you have heard about it? Yes; the most correct answer I can give is, that I do not know much about these affairs. My idea is that the Europeans got Te Ranga. They know whether it was sold to Europeans or not, but my opinion is that it did go.

Te Ranga.

Whanako, on his declaration.

Complaint No. 115.

My statement is similar to that contained in my complaint. I have always lived with Renata. My *tipuna* is Uetoki. I do not know my age. I do not remember about the sale of Maraekakaho. My complaint is respecting the land named by Te Hapuku, especially one end of it. The names in my complaint belong to Te Ranga. I know that the land was sold by the chiefs; I suppose that, because there was no portion of the land left after the sales by Hapuku. Who told you that you had claims on Te Ranga? My parents and brothers—Harieta, Reihana, Te Ikatahi, and a great number of others.

Hikairo.] I cannot say when the lands were sold, because I was very small. It is a long time since; I cannot tell how long. In 1860 I began to think about this land, because my parents told me it was mine. Reihana has mentioned about our notice to McLean; he was the person to send the notices for us. He was living with Hapuku. I heard the evidence given by Reihana, and when I heard it I agreed to it. I have nothing more to state; that which Reihana has already mentioned, his words are mine.

Te Ranga.

Pineaha sworn.

I live at Omahu. My testimony is like Reihana's. I do not know whether Te Ranga has been sold to the Europeans. I did not hear that that place had been sold.

Te Ranga.

George Sisson Cooper sworn.

(Government Block.)

I am Under Secretary for the Colony. I was Native Lands Purchase Commissioner in 1855 and 1856 in this district. I negotiated the purchase from the Natives of the Maraekakaho; I alone. I produce the original deed of sale, dated 20th November, 1856. Early in 1855 I came to Napier with Mr. McLean, accompanied by Mr. Park. Te Hapuku was offering large tracts of land for sale. He had sold large tracts, and was offering more. While Mr. McLean was engaged at Napier negotiating with the Natives, Park was sent up the country to survey the land. I was not able to accompany him on the surveys, and consequently had no personal knowledge of the boundaries. The Maraekakaho Block is one of those surveyed by Mr. Park at the time, and the boundaries are to be found on an old almost worn-out sketch map of Mr. Park's. Is this the map? This is it. Some months after the survey the negotiations were ultimately brought to a conclusion. Te Hapuku was living at Whakato, on one side of the Ngaruroro River; the other part of his tribe was on the other side of Pakowhai. I was staying at an accommodation house, and was every day over at the Hapuku's pa. I concluded to buy the Maraekakaho Block, and the Aorangi Block adjoining, and was to pay £2,000 in cash; £1,000 of which was the full purchase money for Maraekakaho, and the other £1,000 part of the price of the Aorangi. I got it in money, and took it out to the pa, and when I had placed the money there, Te Hapuku made a strong effort to force me into paying this £2,000 (which was literally in his power) for the lands, the purchase of which was violently opposed by some of the Natives of the place. The dispute lasted two or three days; and I had put the money in my saddle-bags, and saddled my horse to go to Napier. As a last resource, I asked him if he was willing the money should be paid for Maraekakaho and Aorangi or not. The question was put in the presence of the tribe. When all present had three times said Yes, I consented to remain, and unsaddled my horse. I had Mr. Park's sketch map with me at the time, and it was spread on the floor of the Maori house in which we were talking. When they agreed that that money should be paid for the blocks I wanted to buy, I proceeded to write out the deed. The line, as marked by Mr. Park, had scarcely any names of Native boundaries on it; and after having described the boundaries that consisted of streams and natural marks, and having taken the boundary of the adjoining land which had been previously sold, I then asked Te Hapuku to give me the names of points along the line not put down (*i.e.* named) on Mr. Park's map. Having completed the deed, I read it aloud in the presence of the whole of the Natives. Te Hapuku was present, and heard every word, and thoroughly understood the meaning of every word. There were also Natives present from all parts of the Province there, who also heard and thoroughly understood every word that was said. The plan was not drawn on the deed at that time, but was added afterwards from the map that was present at the time the deed was signed. Nothing was said of a reserve at the time, and I never heard of a reserve from that time till the present case came before the Commission. Parikarangaranga and Waiokoia were most particularly mentioned. The boundary along the Maraekakaho, and across by Parikarangaranga into the Manga-o-Nuku, is the same as the boundary of the Aorangi Block. Thence the boundary runs along Manga-o-Tika to Waiokoia, which was also most distinctly mentioned. I have a very distinct recollection of this purchase, from having had an unusual amount of trouble over it. I have never heard of Te Ranga as the name of any large extent of land until the Act of last Session was under discussion at the Assembly. It is a common trick of Natives, when they want to try something not altogether right about a piece of land, to use some name by which it has not been commonly known. The name Maraekakaho was a name given by myself to the block, as it was necessary to find some name to distinguish it. Some time after the purchase of the block, Mr. Mason, the settler now in occupation, was disturbed by the Natives, who claimed the place where he had made his homestead; and I then for the first time discovered that Te Hapuku had practised a deliberate deceit upon me, and the names he gave me as describing places on the straight line in Mr. Park's map were not upon that line at all, but cut some considerable distance into the block. I had these points taken up and marked by a surveyor, in the hope of putting a stop to future disputes. Mr. Mason was subsequently disturbed by the Natives, but the Government would never listen to any further complaints. I felt bound to follow the boundaries of the deed, and had the Government

boundary marked on the ground according to the Native names given, considerably reducing the extent of the block. Have you any recollection of the settlement with Renata Kawepo and other disputing Natives as to their right? The settlement included the Maraekakaho, the Aorangi, Te Otahuoro, and the Otarangi—*i.e.*, all the lands south of the Ngaruroro sold by Te Hapuku, and to which the Native parties to this deed had a claim. As to the above Natives, there were at the time this land was sold a section of the Ngatikihungunu absent at Manawatu. They used to come over occasionally, one or two, and go back again, but they were fully aware of everything that went on. At least, if any Native belonging to the tribe at Manawatu or Wairarapa was to tell me he was not fully acquainted with everything that took place here, and every boundary of every block in which he had an interest, I should receive that statement with extreme caution. There is no block in the Province, in the purchase of which I have been concerned, with regard to which more trouble has been taken than the Maraekakaho Block. I know nothing of the correspondence or of the letters mentioned by Ikatahi. It is possible that I may have heard of Te Ranga, but I should not recognize it by that name. I never knew of any claim being made to this land before now.

Mr. Lascelles.] Mr. McLean was not in the Province at the time of the purchase. There were certainly preliminary talkings about the sale of the land between Mr. McLean and the Natives, and I was present at those, up to the time of which I was dependent for the description of the boundaries on the surveyor and Te Hapuku. I had been over the country and had a general knowledge of the boundaries. There was one point in or near the boundary—Te Ranga-a-tauteo—a point in the original purchase, but it was not mentioned in the deed. Hapuku has been the largest land-seller in this Province. I do not remember that he has ever questioned a purchase before in which he was concerned. The block was understood to contain 30,000 acres. I did hear of the claim upon Te Ranga the Session before last—that Hapuku claimed a portion of this land. That was the first I heard of it since 1856. The question raised in 1860 related merely to the boundary, of which Te Hapuku gave me the names. I paid the money; I was also present at the division. There was a quarrel over the division, and Hapuku said that he would give his people all the money. Afterward £100 was paid to Hapuku at Auckland, as a present from Government, on this account. The place called Waiohua is probably called Waiokoia. The line from Rakauwharoa, in Mr. Ellison's plan, follows pretty nearly the watershed between the Maraekakaho and Manga-o-Nuku. The red lines on Mr. Park's map, indicating the boundaries of blocks, were distinctly traced on Mr. Park's plans. I pointed out to them the boundaries of this block on the map.

Hikairo.] All the years I lived at Hawke's Bay I never heard of this claim. The claim to Mason's homestead was outside this claim; and this claim is an additional one.

CASE No. XXXIV.

No evidence taken; the complaint being admitted by the Crown to be well founded.

HAWKE'S BAY NATIVE LANDS ALIENATION COMMISSION.

APPENDICES.

APPENDIX No. 1.

Mr. S. Locke to Mr. Justice Richmond.

Sir,— Napier, 14th April, 1873.

I have the honor to forward the enclosed tabular statement, showing the estimated number of Maori population, acreage of land, &c., in the Province of Hawke's Bay, with a map of the Province, for the information of the Commission.

For the purpose of giving a more clear explanation of the statement, I have divided the Province into North and South Hawke's Bay, taking the Petane River and Taupo Road to the Mohaka Crossing, thence up the Mohaka River to the boundary of the Province, as the dividing line.

I wish it to be plainly understood, that in getting up a return of this complicated nature, with the scanty information obtainable on so short a notice, the numbers can only be considered as approximate.

In reference to the lands in Return D, No. 27, Parliamentary Papers 1869, it would be an intricate matter to state with certainty their present position, some of the grantees in the one Crown grant having sold their interests, others leased, others mortgaged, and others having taken no action at all; but as near as I can ascertain, it stands thus:—In 1869 there were registered 209,795 acres, at a rental of £8,496 a year. Since then, 107,632 acres have changed ownership by sale or mortgage, the rental of which lands amounted to £6,940 a year, thus leaving now in the hands of Maoris, of lands mentioned in that return, 102,163 acres, at a rental of £1,557 a year, of which about 7,000 acres are inalienable.

There were originally ten reserves in North Hawke's Bay, comprising in the aggregate 2,218 acres. Of these, the Moeangiangi Reserve, of 1,000 acres, has subsequently passed the Native Land Court, and, with the exception of ten acres for public landing-place and fishing-ground, passed into the hands of the Provincial Government.

The Waihua Reserve, of 3 acres, has been purchased by an European. The Whangara, Nukutaurua, and Kaiuku Reserves are public landing-places and fishing-grounds.

Tohai Reserve, of 997 acres, at the Wairoa, the Turiroa Reserve, Kinikini and Ihaka Whaanga's town sections, at Mahia, have not yet been paid for in accordance with provisions of "The Hawke's Bay Crown Land Sales Act, 1870." Kopu's and Arapawanui reserves are in possession of the Maoris.

In South Hawke's Bay there were originally 21 reserves, comprising in the aggregate 17,573 acres. Of these blocks, seven (7) have been sold, seven (7) leased for long terms, and seven (7) are in the possession of the Maoris. There is also a Native reserve at Hampden, but for which the Maoris have not yet paid the upset price.

Of the 132,000 acres of inalienable land in South Hawke's Bay, 49,321 acres belong to the Waimanawa Natives, 28,831 acres to the Porangahau Natives, and 41,000 acres are in the Tamaki or Seventy-Mile Bush, leaving 12,848 acres divided amongst the remainder of the Maori population. The greater part of these lands are under lease.

I am not aware of any lands having been adjudicated on in this Province in accordance with clause 14, "Native Lands Act, 1869."

Of the 136,567 acres in possession of Maoris in South Hawke's Bay, not passed Native Land Court, about 100,000 acres belong to Porangahau Natives, the remainder principally to Renata Kawepo and his people.

I have, &c.,

The Chairman, Hawke's Bay Native Lands Alienation Commission. S. Locke.

APPENDIX No. 2.

TABULAR STATEMENT showing the Estimated Number of Maori Population; Area of Land; Acreage purchased by Government prior and subsequent to Sittings of Native Land Court; Total Acreage passed Native Land Court, &c., &c., &c., in the Province of Hawke's Bay, New Zealand, divided into Land &c. North of the Petane River, and Land &c. South of the same.

District.	Approximate Estimate of Maori Population.	No. of Hapus.	Total Area.	Acreage purchased by Government prior to Sittings of Native Land Court.	Acreage purchased by Government since Sittings of Native Land Court.	Total Acreage passed Native Land Court.	No. of Crown Grants.	Total No. of shares created by Grant alienable.	Actual No. of Grantees in Grants alienable.	Largest Block passed the Land Court.	Smallest Block passed the Land Court.	Average Acreage of Blocks passed Native Land Court.	No. of Grants alienable.	No. of Grants inalienable.	Acreage alienable.	Acreage inalienable.	Number, Name, and Acreage of Blocks under Native Reserves Act, 1856-62.			No. of Grants under 17th clause "Native Lands Act, 1867."	Total Acreage under 17th clause, "Native Land Act, 1867."	Original No. and Acreage of Reserves in Blocks purchased by Government.		No. of Blocks and acreage of lands of Maoris under "Mohaka-Waikare Act, 1870.		Acreage in possession of Government under Mohaka-Waikare Act, 1870."	Total Acreage in possession of Maoris not passed Native Lands Court.
																	No.	Name.	Acreage.			No.	Acres.	No.	Acres.		
			Acres.	Acres.	Acres.	Acres.				Acres.	A. R. P.				Acres.	Acres.												
North of the Petane River	1897	37	731,000	160,000	7,424	167,687	77	313	214	24,140	2 0 34	2,180	42	35	78,270	89,417	1	Waihokopu Block	693	12	42,709	11	2,318	12	324,189	49,050	30,000
South of the Petane River	1876	45	2,100,000	1,340,000	236,894	623,433	162	774	344	37,000	2 0 0	3,850	112	50	490,950	132,483	3	Raukawa or Hapuku	3,668	9	51,897	21	17,573	...	...	...	136,567
																		Pakowhai (Karaitiana's)	800								
																		Do. (Black Head)	200								
Total	3773	82	2,831,000	1,500,000	244,318	791,120	229	1,087	558	61,140	4 0 34	6,030	154	85	569,220	221,900	4	...	5,361	21	94,588	27	19,891	12	324,189	49,050	166,567

N.B.—A grant to ten persons is reckoned to create ten shares; a grant to one person one share.

APPENDIX No. 3.

MEMORANDUM for Mr. WITTY.

IT is desired to ascertain by probable evidence, so far as is practicable at this distance of time, the due payment to the complainant Natives of the consideration money for the Pahou, Petane, and Ohikakarewa Blocks. All these blocks were bought through the agency of Mr. Maney, and payment made chiefly through credit given by him in account current with the Native sellers. Without going through the whole of this account, it is desired to test its general fairness. For this purpose, ascertain that credit has been given for the agreed shares of each Native complainant in the consideration money. Check debit entries for goods in ledger with day-book. Note also what cash payments, if any, appear in day-book, as no cash-book was kept. Test delivery of goods charged for by questioning Natives concerned as to their actual receipt of some of the heavier items, selected for the purpose, or of any suspicious item; and report to Commissioners every case so selected in which it appears that the actual delivery is open to any reasonable question. Report inordinately high prices charged; and in special cases to be named, ascertain proportion of wines, spirits, &c., to the whole account. Report most particularly all errors discovered, and all apparent alterations of the accounts, and of its marginal additions; together with every circumstance bearing upon the fidelity of the account.

The names of the complainant Natives, and the agreed proportion of their shares, will be supplied by the Secretary to the Commissioners.

Napier, 18th February, 1873. C. W. RICHMOND.

Accounts to be Examined.

Te Waka Kawatini, Paora Tototoro, Peni Te Ua (Maairangi), Ahere Te Koari, Te Meihana Takihi.

	Shares of Purchase Money in		
	Pahou.	Petane.	Ohikakarewa.
Te Waka	£100	£200	£120
Paora	100	200	120
Peni	Nil.	Nil.	140
Ahere	Nil.	200	120
Te Meihana	Nil.	Nil.	150

REPORT by Mr. WITTY.

Cases Nos. II., XI., and XIV.—Pahou, Petane, and Ohikakarewa.

SIR,— Napier, 26th February, 1873.

I have the honor to report that, in accordance with the instructions contained in Memorandum addressed to me, and dated the 18th February, 1873, I have carefully examined the books of Mr. Richard D. Maney, with the following results:—

I find that credit is given in account current for shares of purchase money in

	Pahou.	Petane.	Ohikakarewa.
1. Te Waka Kawatini	£100	(*)	£120
2. Paora Torotoro	100	£200	120
3. Peni Te Ua	Nil.	Nil.	140
4. Ahere	Nil.	200	120
5. Erena (Reihana)	Nil.	Nil.	120
6. Te Meihana	Nil.	Nil.	150

I have checked debit entries for goods in ledger with the day-book, and also all cash payments which appear in day-book, and beg to report in each case as follows:—

1. TE WAKA KAWATINI.

This account commences 25th October, 1869, and is carried on in ledger to 1st February, 1873, when, after having credit given him for—

Share of Pahou	£100
Order on Tanner	100
Share of Ohikakarewa	120
Order on Sutton	250

there is stated to be a balance owing from Waka Kawatini on 1st February, 1873, of £367 16s. 8d.

In checking debit entries in ledger with the day-book from the commencement to the end of account, I find the following errors:—

(*) Te Waka's account shows balance Dr., £367 16s. 8d., February, 1873; but there is no direct Cr. given for Petane, £200.

			£	s.	d.	£	s.	d.
As against Mr. Maney.—1869, Dec. 25.	Error in extension	...	3	0	0			
„ 31.	Ditto	...	3	0	0			
1870, July 8.	Error in posting	...	2	0	0			
„ 27.	Error in extension	...	7	0	0			
						15	0	0
As against Te Waka.—1869, Nov. 15.	Error in posting	...	0	17	0			
Dec. 22.	Ditto	...	0	5	0			
„ 28.	Ditto	...	0	15	0			
1870, Mar. 30.	Ditto	...	0	8	0			
						2	5	0
Balance in favour of Mr. Maney		...				£12	15	0

This increases the balance Dr. against Te Waka on the 1st February, 1873, from £367 16s. 8d. to £380 11s. 8d.

I find from an analysis of this account that the proportions are as follows :—

	£	s.	d.
Cash	105	0	0
Clothing	290	0	0
Sugar, tea, flour, &c.	109	0	0
Tobacco	16	0	0
Posts, wire, saddles, &c.	58	0	0
Wines, spirits, &c.	370	0	0
	£948	0	0

Te Waka, on being questioned as to receipt of several items of account, replied as under :—

1869, Oct. 25, Cash, £7 : Did not remember.
Nov. 30, Ton wire, £24 : Received same.
Dec. 25, Cash to Faulkner, £7 : Did not remember.
1870, Jan. 14, Cash to self, £5 : Received same.
„ 17, Cash to self, £5 : Denies receipt.
Mar. 11, Posts, 73 : Received same.
„ 17, Cash to Dr. Carr, £10 : Denies payment.
„ 30, 4 pair blankets, £8 : Denies receipt.
Apr. 10, Cash to Dr. Carr, £10 : Denies payment.
May 2, 10 gallons rum to P. Kaiwhatu, £11 5s. : Denies receipt.
„ 24 and 28, Cash, £10 ; do., £3 : Denies receipt.
„ 29, 6 shawls, £9 : Should be four.
June 4, Cash, £2 : Denies receipt.
„ 11, Cash to Weber, £9 5s. 8d. : Denies payment.
July 8, Saddle, £7 : } Should be £5 each.
„ 27, Saddle, £7 : }

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2. Paora Torotoro.

This account commences February, 1869, and is carried on in ledger to June, 1871, when after having credit given him for—

	£	s.	d.
Promissory Note, F. Sutton	100	0	0
Ditto	74	0	0
Share of Ohikakarewa	120	0	0
Ditto Pahou	100	0	0
Proceeds of Pound sale	4	9	0
On account of Petane Block	200	0	0

there is shown to be a balance owing from Paul Torotoro on 2nd June, 1871, of £235 17s. 2d.

In checking debit entries in ledger with day-book, I find the following errors :—

			£	s.	d.	£	s.	d.
As against Mr. Maney.—1870, Jan. 11.	Error in posting	...	1	0	0			
„	Ditto	...	0	4	0			
„ 14.	Items omitted	...	4	4	0			
Feb. 4.	Error in posting	...	2	0	0			
April 16.	Ditto in extension	...	0	8	6			
1871 „ 12.	Ditto in addition	...	0	15	0			
						8	11	6
As against Paoro Torotoro.—1870, Jan. 25.	Error in posting		0	15	0			
„ Mar. 1.	Ditto	...	0	2	0			
1871, June 2.	Error in addition		4	9	0			
						5	6	0
Balance in favour of Mr. Maney ...		...				£3	5	6

This increases the balance Dr. against Paora Torotoro on the 2nd June, 1871, from £235 17s. 2d. to £239 2s. 8d.

I have made an analysis of this account as follows:—

	£	s.	d.
Cash	169	0	0
Clothing	148	0	0
Wines, spirits, &c.	213	0	0
Sugar, tea, flour, &c.	57	0	0
Tobacco	12	0	0
Bricks, &c.	27	0	0
	£626	0	0

Paul Torotoro, on being questioned as to the receipt of some of the heavier items, admitted most of them to be correct, but raised an objection to the following:—

1870, Feb. 4, Cash to Peacock, £20: Denies payment.
„ Cash to painter, £20: Paid by Mr. Sutton.
„ Cash to Dr. Russell, £2 10s.: Paid by Mr. Sutton.
„ Cigars, £5: Never received.
„ 2 pigs, £4: Never received.
Mar. 18, Cash to Dr. Carr, £10: Does not admit payment.
April 10, Ditto ditto: Does not admit payment.
May 4, Cash to McMurray, £10: Correct.
„ Cash to self, £10: Never received.
„ 14, Cash to self, £5 8s. 6d.: Does not remember.

3. Peni Te Ua.

This account extends from February, 1868, to 12th July, 1870, when it appears by ledger that Peni had drawn £149 8s. as against his share of Ohikakarewa, £140, leaving a balance against Peni of £9 8s.

In checking debit entries in ledger with day-book, I find the following errors:—

		£	s.	d.	£	s.	d.
As against Peni Te Ua.—1870, Feb. 11.	Error in extension	0	1	0			
„ 26.	Ditto	10	0	0			
Mar. 21.	Error in posting	0	2	0			
					10	3	0
As against Mr. Maney.—1870, April 4.	Error in addition				0	3	0
	Balance in favour of Peni Te Ua				£10	0	0

This makes Peni Te Ua's balance on the 12th July, 1870—Cr., £0 12s.

In addition to the above errors, I have to call attention to the fact that on the 5th February, 1870 the following interlineation is made—"Cash to self, £10;" and the extension, £3 14s., is altered to £13 14s. On the 14th, another interlineation of 12s. 6d. is altered to £10 12s. 6d., and the extension from £5 16s. to £15 16s. Another alteration of extension occurs on the 26th February, the original £1 18s. having been altered to £11 18s. On the 4th April, there has been an after addition to items of Cash, 29s., and the original extension is altered from 10s. to £1 19s.

There are no entries in day-book of the above cash advances.

On March 18th, the account was added up in the margin £113 15s. 6d., which has since been altered to £135 15s. 6d., which would be correct after the above-mentioned three sums of £10 each were added. On the 21st, another marginal addition occurs, £136 4s., an item of 8s. 6d. increasing the account to this amount. This has also been altered apparently from £138 4s. to £136 4s.

In order to show the Commissioners clearly the above-mentioned interlineations, additions, and alterations, I have annexed hereto a fac-simile of the account of Peni Te Ua in Mr. Maney's ledger, in which I have distinguished the same in red ink.

An analysis of Peni's account shows as follows:—

	£	s.	d.
Cash	65	0	0
Tarpaulins, sacks, &c.	25	0	0
Sugar, tea, clothing, and tobacco	25	0	0
Wines, spirits, &c.	24	0	0
	£139	0	0

Dr. PENI HIRA TE OTA, PAKOWAI. *Cr.*

1869.		£ s. d.	1870.	£ s. d.
Aug. 31.	To amount from old ledger, p. 564	4 18 6	Jan. By Sale Ohikakarewa	140 0 0
1870.				
Jan. 21.	2 tarpaulins	16 0 0		
„ 21.	Cash, £30	30 0 0		
Feb. 5.	5 bags sugar, £7 10s.; 1 box tea, 60s.	10 10 0		
„ 5.	12 bottles wine, 60s.; 10 do. rum, 50s.	5 10 0		
„ 5.	1 pair moleskins, 14s.; 1 case old tom, 60s. ... ... (Cash to self, £10)	(1)3 14 0		
„ 11.	3 bottles rum, 15s.; 1 port wine, 5s.; 1 brandy, 7s.	1 8 0		
„ 11.	2 bags sugar, 30s.; 14th, cash holder, £9 1s. 6d.	12 1 6		
„ 14.	Cash, self (£10) 12s. 6d.; 26th, 17 glasses, 8s. 6d.; 15 geneva, 95s.	(1)5 16 0		
„ 26.	3 bottles rum, 15s.; 6 bottles wine, 30s.	2 5 0		
„ 26.	2 glasses, 1s.; 1 bottle rum, 5s.; 1 half-pint rum, 2s.; 1 pair trowsers, 30s.	(1)1 18 0		
„ 26.	1 vest, 12s.; 6 bottles rum, 30s.; 2 bottles do., 10s.	2 12 0		
March 1.	Cash, 5s.; 3rd, 1 geneva, 6s. 6d.; 4th, cash, 20s.	1 11 6		
„ 10.	Cash, 20s.; 17th, cash, 10s.; 18th, 5 lbs. candles, 7s. 6d.; 5 bars soap, 7s. 6d....	2 5 0		
„ 18.	10 lbs. tobacco, 70s.; dinner, 2s.; cash, 20s.; 2 bottles cognac, 14s.	5 6 0	£ s. d.	
„ 21.	1 geneva, 6s. 6d.; 4 glasses, 2s.	0 8 6	135 15 6*	
„ 28.	3 bots. rum, 15s.; 3 glasses, 1s. 6d.	0 16 6	136 4 0†	
April 2.	4 glasses, 2s.; 1 rum, 5s.; cash, 10s.; 1 geneva, 6s. 6d. ...	1 3 6		
„ 4.	1 geneva, 6s. 6d.; cigars, 6s.; 2 dinners, 3s. (cash, 29s.) ...	‡(1 19 0)		
		£140 0 0		£140 0 0
May 21.	100 sacks at 1s. 9d.	8 15 0		
July 12.	2 bottles geneva, 13s.	0 13 0		

NOTE.—The words and figures between parentheses were the additions or alterations shown in red ink.
* This originally stood £113 15s. 6d., but was altered in the books to £135 15s. 6d.
† Altered from £138 4s. 0d. to £136 4s. 0d.
‡ Altered from 10s. to £1 19s. 0d. in red ink.

4. AHERE TE KOARI.

This account commences October, 1869, and ends, as far as the present investigation goes, in June, 1870, when it appears by ledger credit is given for—Sale of Ohikakarewa, £120; sale of Petane, £200;—and his account by ledger then being £313 19s. 7d., the balance of cash, £6 0s. 5d., was given him to close this account.

In checking debit entries in ledger with day-book, I find the following errors:—

				£ s. d.	£ s. d.
As against Mr. Maney.—1869, Nov. 29.	Items omitted	...	0 5 6		
1870, April 4.	Error in posting	...	0 10 0		
June 5.	Ditto	...	0 1 5		
„ 1.	Item omitted	...	0 1 0		
„ 4.	Cash omitted	...	2 10 0		
„ 4.	Goods omitted	...	4 10 0		
					7 17 11
As against Ahere. — 1870, Jan. 25.	Error in carrying forward		0 2 0		
June 5.	Error in posting	...	1 0 5		
					1 2 5
	Balance in favour of Mr. Maney	...			£6 15 6

This increases the amount received by Ahere Te Koari to £326 15s. 6d.

An analysis of this account gives the following result:—

	£ s. d.
Cash	81 0 0
Tea, sugar, flour, &c.	67 0 0
Clothing	55 0 0
Tobacco	4 0 0
Wire, scythes, &c.	25 0 0
Wines, spirits, &c.	94 0 0
	£326 0 0

5. Erena.

In the ledger, at folio 401, under the head of "Reihana," I find an account in which credit is given for "Sale of Ohikakarewa, £120," and on the debit side an account of goods and cash covering this amount. This account is signed as follows:—"Sept. 25, 1870. Ka tika.—Reihana." I have not therefore gone through this account.

6. Te Meihana Takihi.

This account commences from November, 1868, and extends in regard to the present investigation to 2nd February, 1870, when credit is given—

	£	s.	d.
For sale of share of Ohikakarewa	150	0	0
„ Bill due 4th February, 1870	100	0	0
„ Ditto ditto	50	0	0
	£300	0	0

And against this, on the debit side of the ledger, is shown an account of cash and goods amounting to £300.

The account is continued in the ledger to the 6th February, 1871, when after receiving credit for sale of share of Mangateretere £400, there is a balance Dr. of £167 13s. 7d. This portion of the account I have not checked.

In checking this account to 2nd February, 1870, I find at folio 288, new ledger, the amount brought forward from folio 510, old ledger, has been altered from £3 14s. to £13 14s.

The original amount of £3 14s. was brought forward correctly on the 31st August, 1869, and the addition of £10 was apparently made after the 28th January, 1870, as on that date it is marginally added up correctly £255 6s., and this has palpably been altered to £265 6s.

A marginal addition on 2nd February, of £299 10s., is incorrect.

Unless evidence can be brought to show a payment of £10 prior to 2nd February, 1870, Meihana's account will have to be credited as up to that date with this amount.

I have appended a fac-simile of this account hereto, showing in red ink the addition to this amount brought forward, and the alteration in the marginal addition on the 28th January, 1870.

I have checked the debit entries in ledger with day-book, and find them all correct, except the last item but one in the account, of which I find no entry in day-book:—"15, Cash to self, £30."

Dr. Meihana, Chief, Pakowhai. *Cr.*

1869.		£	s.	d.	1870.		£	s.	d.
Aug. 31.	To amount from 510, old ledger ...	*(1)3	14	0	Feb.	By sale of share of Ohikakarewa Block	150	0	0
1868.					„ 3.	Bill due Feb. 4, 1870	100	0	0
Jan. 13.	1 cognac, 7s.; 1 old tom, 5s. } O.L.					Do. do.	50	0	0
„ 15.	2 do., 14s.; 20th, 2 bottles } 16	2	0	0					
	cognac, 14s. ... ... }								
1870.									
Jan. 13.	2 ginger wine, 8s.; 2 bottles cognac, 14s.	1	2	0					
„ 13.	6 lbs. tobacco	2	2	0					
„ 14.	Trans. Peacock and Co.	20	0	0					
„ 14.	4 bottles cognac, 28s.; 4 bottles old tom, 28s.	2	8	0					
„ 21.	Amount invoice, Peacock	11	14	0					
„ 21.	12 cognac, 84s.; 1 pair trowsers, 40s.; 1 Crimean, 16s.	7	0	0					
„ 21.	2 bags sugar, 60s.; 1 box biscuit, 70s.	6	10	0					
„ 21.	1 tarpaulin, £10; 12 glasses, 6s.; 1 cognac, 7s.	10	13	0					
„ 21.	Cash, 80s.; 24th, 6 cognac, 42s.; 12 geneva, 78s.	10	0	0					
„ 24.	6 rum, 30s.; 2 ginger wine, 8s.; 10 glasses, 5s.	2	3	0					
„ 24.	1 hat, 7s. 6d.; cash, 10s.; 3½ lbs. tobacco, 24s.	2	1	6					
„ 24.	2 bottles rum, 10s.; 17 glasses, 8s. 6d.; 6 lbs. rope, 6s.	1	4	6					
„ 24.	1 box matches, 6d.; 1 cognac, 7s....	0	7	6					
„ 25.	1 case geneva, 95s.; 4 bottles syrup, 16s.	5	11	0					
„ 25.	3 bottles pale brandy, 21s.; 3 rum, 15s.; pipes, 6d.	1	16	6					
„ 25.	2 bottles cognac, 14s.; 27th, 6 cognac, 42s.	2	16	0					
„ 27.	6 bottles rum, 30s.; 2 bottles syrup, 8s....	1	18	0					
„ 28.	Cheque, Stuart	80	0	0					
„ 28.	Cheque, Boylan	80	5	0	£	s. d.			
„ 15.	*Cash to self*	30	0	0	265	6 0†			
Feb. 2.	12 bottles cognac; 2 bottles rum, 10s.	4	14	0	299	10 0			
		£300	0	0			£300	0	0

* The figure between parentheses was an addition shown in red ink.

† This amount was altered from £255 6s. to £265 6s. in red ink.

An analysis of this account shows as follows:—

	£	s.	d.
Cash	226	0	0
Tarpaulins, &c.	14	0	0
Sugar, food, &c.	7	0	0
Clothing, &c.	3	0	0
Tobacco	3	0	0
Wines, spirits, &c.	37	0	0
	£290	0	0

With regard to the above accounts having carefully tested their accuracy as before mentioned, I am of opinion, that, taken as a whole, they have been very fairly kept, the aggregate balance of errors discovered being against Mr. Maney, and in favour of the Natives.

The errors in Peni Te Ua's account have evidently been caused by Mr. Maney himself having made interlineations and additions of cash advanced by him, after the books had been posted by his book-keeper, and being apparently unacquainted with the proper mode of making such additions, by the insertion of such items as "Cash omitted" on certain dates, he has adopted in his ignorance, the shorter mode of interlineation and addition to the original extension.

The same error may perhaps account for the alteration of the carrying forward of Meihana's account; but there is nothing on the face of it to show this.

I have, &c.,
JAMES WM. WITTY.

His Honor Mr. Justice Richmond,
Chairman, Hawke's Bay Native Lands Alienation Commission.

APPENDIX No. 5.

Case No. XIX. (*Omarunui No.* 1).

Mr. WITTY to Mr. Justice RICHMOND.

SIR,— Napier, Hawke's Bay, 17th March, 1873.

I have the honor to report that in accordance with the instructions contained in memorandum addressed to me, I have carefully examined the books of Mr. Frederick Sutton, in relation to the accounts of Paora Torotoro and Rewi Haukore, with the following result:—

1. PAORA TOROTORO.

	£	s.	d.
This account commences September, 1867, and on the 30th September, 1868, after credit is given for cash paid, there is shown to be a balance due from Paora Torotoro of	246	15	2
At this time Paoro receives credit for cash	90	0	0
Which leaves balance Dr.	£156	15	0
The account is then carried on in the ledger to December, 1868, when it amounts to the sum of	£992	16	9
Credit is here given, "Brathwaite"	300	0	0
Which reduces the above amount to balance Dr.	£692	16	9

By the 15th March, 1869, the account had increased to £1,286 7s. 6d., when credit is given for £28 cash, and £1,300 is "written off on account of Omarunui."

On the 8th July, 1869, credit is given for wheat, £11 10s.; and on the 2nd August, 1869, a further credit "By balance of Omarunui, £1,300."

On the 30th April, 1870, credit is given "By Mangateretere, £300;" and the account current being then £1,563 9s. (an account of Rewi Haukore of £231 13s. being charged against Paora) after giving credit for the above amounts, there is a balance of £48 1s. in favour of Paora.

After this balance is struck, up to the end of the account in June, 1871, the goods amounted to £66 1s.; which leaves balance Dr. £18.

In checking debit entries for goods in ledger with the day-book, and also all cash payments which appear in day-book, I find the following errors:—

			£	s.	d.	£	s.	d.
As against Sutton.—1868, Nov. 7.	Error in extension	... ...	0	1	0			
Nov. 25.	Error in extension	... ...	0	10	0			
1869, Jan. 16.	Item omitted	... ...	0	4	0			
Jan. 9.	Item omitted—"Cash to Pocock"	...	25	0	0			
Feb. 6.	Error in extension	... ...	1	0	0			
	Brought forward ...	... ...	26	15	0			

			£	s.	d.	£	s.	d.
	Carried forward	... ...	26	15	0			
1869, Feb. 19.	Items omitted	... ...	0	15	0			
Feb. 20.	Error in extension	... ...	0	10	0			
Mar. 8.	Error in extension	... ...	0	1	0			
Mar. 15.	Error in addition	... ...	0	3	3			
Mar. 23.	Error in extension	... ...	1	0	0			
April 22.	Error in extension	... ...	0	6	6			
May 31.	Error in extension	... ...	1	0	0			
June 14.	Error in addition	... ...	2	0	0			
Aug. 21.	Error in extension	... ...	0	6	0			
1870, Mar. 15.	Error in extension	... ...	1	10	0			
						34	6	9
As against Paora Torotoro.—1868, Nov. 17.	Items charged twice	...	2	15	0			
1869, Feb. 23.	Error in extension	...	0	2	0			
Mar. 12.	Items charged twice	...	7	19	0			
Mar. 15.	Error in extension	...	3	16	0			
April 2.	Error in extension	...	2	0	0			
April 29.	Error in extension	...	0	4	0			
June 1.	Items charged twice	...	0	17	0			
June 5.	Items charged twice	...	11	5	0			
June 11.	Items charged twice	...	2	5	0			
Aug. 21.	Error in extension	...	1	0	0			
Sept. 24.	Error in extension	...	1	0	0			
						33	3	0
	The above shows balance in Sutton's favour of	...		...		£1	3	9

	£	s.	d.	£	s.	d.
At the end of July, 1869, the following item is charged:—						
Interest and deeds				100	0	0
A calculation of interest from October 1, 1868, to March 16, 1869, 166 days, including £1 6s. 10d. for interest on Rewi's account, gives a total credit for Sutton ...	31	15	6			
Against this, on the other side, Paora is entitled to receive credit for interest amounting to...	25	1	2			
Balance of interest in Sutton's favour				6	14	4
Which gives an overcharge on account of interest of				93	5	8
Less the amount Mr. Sutton may be entitled to charge for deeds.						
In the account after this date there is an item charged, "Deeds Mangateretere, £15."						
If Mr. Sutton is entitled (as I believe he is) to commission at 2½ per cent. on all cash advances after the £500 had been absorbed, up to date of conveyance, this would amount to				31	14	0
Reducing the above amount overcharged to				£61	11	8

I find no record in the day-book for the following items:—

			£	s.	d.
1869, April 1.	Trap		100	0	0
	Boylan		20	0	0
	Holder		1	0	0
	Reardon		1	13	0
July 3.	Boylan		33	0	0
Aug. 7.	Lindsay		52	15	0
Aug. 23.	Deeds, Mangateretere		15	0	0
1870. April 2.	Balance of Cashmore's account		23	0	0

And the large payments to Lindsay, Pocock, &c., December, 1868.

I have made an analysis of this account from October 1, 1868 (copy sent herewith), which gives the following result:—

	£	s.	d.
Clothing	269	3	9
Wines, spirits, beer, &c.	262	16	6
Payments on Paora's account	1,284	9	8
Cash given to Paora	188	6	6
Food and sundries	963	1	7

It will be noticed in the analysis that a large amount of Paora Torotoro's account is composed of payments by Sutton to others; and with regard to most of the items I have no means of checking the amount. In some instances the payment has been made by debiting Paora's account with the amount, and crediting the payee's account.

---

2. Rewi Haukore.

This account commences October, 1868, and is continued in ledger to October, 1869, when it amounted to £231 13s., and it was then transferred to Paora Torotoro's account.

In checking debit entries for goods in ledger with day-book, I find the following errors:—

	£ s. d.	£ s. d.
As against Sutton.—1868, Nov. 18. Error in extension	1 0 0	
1879, April 7. Error in extension	1 0 0	
May 21. Error in extension	0 10 0	
July 17. Error in extension	1 0 0	
		3 10 0
As against Rewi Haukore.—1869, July 3. Error in extension	0 5 0	
July 3. Error in transfer to Paoro's account	2 0 0	
		2 5 0
Balance of errors in Sutton's favour... ...		£1 5 0

	£ s. d.	£ s. d.
The practical result of the above investigation is as under:—		
Paoro can claim to have credit given for overcharge on Interest Account ...	93 5 8	
Less 2½ per cent. commission on cash advances	31 14 0	
		61 11 8
Mr. Sutton is entitled to charge Paora Torotoro's account balance of errors in Sutton's favour...	1 3 9	
Mr. Sutton is entitled to charge Rewi Haukore's account balance of errors in Sutton's favour...	1 5 0	
Balance Dr., as per ledger	18 0 0	
		20 8 9
Balance Cr., Paora Torotoro		£41 2 11

This balance is subject to the amount (if any) that Mr. Sutton may be entitled to charge under the head of "Deeds."

I have, &c.,
JAMES WILLIAM WITTY,
Hastings Street, Napier.

To His Honor Mr. Justice Richmond,
Chairman of the Hawke's Bay Native Lands Alienation Commission.

APPENDIX No. 6.

CASE No. XIX. (OMARUNUI, No. 1.)

Analysis of Account, Sutton and Paora Torotoro.

Clothing.

£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
0 12 6	1 18 0	2 18 6	1 13 6	0 7 0	0 13 0	1 1 0	6 6 0
6 10 0	1 7 9	1 16 6	3 13 0	0 4 0	1 10 0	2 0 0	2 17 6
1 13 6	1 5 0	0 7 6	1 15 0	2 19 6	1 10 0	1 19 0	1 6 0
1 19 0	1 10 0	2 3 0	1 5 0	6 2 6	0 14 0	1 5 0	1 5 0
2 2 0	1 10 0	4 10 0	3 0 0	6 10 0	4 17 0	1 18 0	3 2 0
1 2 6	1 10 0	0 13 6	1 16 0	1 10 0	0 13 0	1 10 0	2 10 0
3 0 0	0 7 6	1 5 0	1 5 0	2 15 0	3 3 0	0 12 0	6 10 0
1 10 0	1 5 0	2 16 0	2 7 0	1 10 0	2 2 0	0 15 0	3 0 0
0 5 0	1 8 0	1 10 0	0 15 0	0 10 0	4 2 0	0 7 6	0 18 0
0 8 0	0 2 0	1 17 6	3 15 0	1 10 0	1 0 0	3 7 6	0 12 6
0 7 0	1 5 0	1 10 0	0 7 0	1 5 0	0 17 0	1 7 0	0 7 0
1 10 0	3 2 6	0 2 0	11 14 0	1 6 0	0 5 0	1 5 0	3 10 0
1 5 0	4 10 0	1 5 0	0 13 6	4 5 0	1 10 0	2 9 0	2 5 0
1 5 0	4 12 0	0 7 6	0 13 0	2 2 0	2 19 0	0 12 0	
0 12 0	1 5 0	2 12 0	11 5 0	0 15 0	3 8 0	3 0 0	£269 3 9
0 5 0	0 15 0	0 6 0	2 15 0	5 6 0	3 5 0	0 10 0	
1 15 0	0 15 0	0 14 0	1 10 0	3 2 6	1 12 0	4 2 0	

Wines, Spirits, Beer, &c.

£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
2 15 0	0 15 0	2 16 0	2 10 0	3 0 0	3 15 0	5 0 0	2 15 0
4 15 0	1 5 0	2 5 0	1 10 0	2 10 0	3 15 0	4 10 0	3 15 0
3 7 6	2 10 0	3 15 0	1 4 0	4 0 0	2 5 0	2 10 0	3 10 0
2 5 0	3 10 0	7 2 6	2 10 0	3 15 0	2 5 0	2 10 0	2 10 0
2 15 0	2 10 0	2 5 0	2 10 0	3 15 0	2 10 0	0 6 6	3 15 0
2 10 0	2 16 0	4 15 0	2 10 0	2 10 0	2 15 0	3 15 0	3 15 0
3 10 0	5 8 0	4 15 0	3 15 0	3 15 0	2 15 0	3 0 0	
3 10 0	0 15 0	5 15 0	2 10 0	3 15 0	2 10 0	4 10 0	£262 16 6
3 10 0	3 0 0	2 10 0	1 10 0	3 15 0	3 15 0	5 0 0	
3 10 0	2 16 0	2 10 0	3 10 0	7 10 0	1 15 0	2 10 0	
3 10 0	3 5 0	2 10 0	3 10 0	3 15 0	3 15 0	2 15 0	

Payments made by Sutton on Paora's Account, and to whom paid.

	£	s.	d.
Sullivan ...	1	5	0
Robinson and Co.	2	7	6
Caldwell ...	4	5	0
„ ...	1	8	0
„ ...	2	12	6
Boylan ...	0	12	6
„ ...	0	17	0
Dinwiddie ...	1	12	6
O'Donnell ...	1	15	0
Reardon ...	2	0	0
Falkner ...	2	15	0
Boylan ...	6	10	2
Brewer ...	1	0	0
Holder ...	2	15	0
Sullivan ...	0	10	0
„ ...	0	15	0
Dyett ...	4	14	0
L. Higgins ...	10	0	0
Newbold ...	2	1	0
Sullivan ...	0	10	0
Lindsay ...	361	3	0
Oliver ...	25	10	0
Pocock ...	113	9	0
Large ...	40	0	6
Boylan ...	0	15	0
Sullivan ...	0	15	0
Holder ...	10	0	0
Sullivan ...	0	15	0
Dinwiddie ...	29	13	6
Boylan ...	15	14	0
Boiling-down Company	1	4	0
Brewer ...	3	10	0
Badley ...	0	12	6
Garry ...	1	0	0
Boylan ...	1	5	0
Parsons ...	7	9	0
Boylan ...	0	18	0
Heslop ...	8	0	0
Dyett ...	1	15	0
Baker ...	2	0	0
O'Donnell ...	12	15	0
Robinson and Co.	2	5	0
R.M. Court, Luff and Sims ...	21	2	0
O'Donnell ...	2	5	0
Lindsay ...	17	2	6
Knowles ...	2	0	6
Faulkner ...	3	15	0
	6	12	0
Reardon ...	1	15	0
Reardon ...	1	15	0
Boylan ...	3	3	0
Horne ...	10	0	0
Sullivan ...	1	10	0
Holder ...	4	10	0
Chapman ...	3	0	0
Luff ...	5	10	0
Holder ...	1	5	0
Boylan ...	20	0	0
Holder ...	1	0	0
Reardon ...	1	13	0
Boylan ...	12	0	0
Cleary ...	9	0	0
Dr. Russell ...	6	0	0
Sturm ...	7	0	0
Holder ...	1	15	0
Robinson ...	1	15	0
Sullivan ...	1	10	0
Reardon ...	2	6	6
Maney ...	174	0	0
Holder ...	2	5	0
McMurray ...	1	5	0
Tuxford ...	8	0	0
Holder ...	0	10	0
Heyden ...	6	0	0
Sullivan ...	0	15	0
Horne ...	10	14	6
Garry ...	0	16	0
Pocock ...	15	19	0
Higgins ...	25	0	0
Boylan ...	3	3	6
Boylan ...	1	15	0
Reardon ...	1	10	0
Boylan ...	33	0	0
Rauparahe ...	40	0	0
Lindsay ...	52	15	0
Holder ...	0	7	6
Deeds, Maungatereteretere	15	0	0
Balance of Cashmore Debt ...	23	0	0
Robinson ...	5	15	0
Holt ...	1	0	0
Hare ...	2	5	0
Robinson ...	2	14	0
Worgan ...	15	15	0
Hare ...	8	0	0
	£1,284	9	8

Cash given to Paora Torotoro.

£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
0	10	0	6	0	0	10	0	0	2	0	0	0	10	0	10	0	0	1	10	0	0	15	0
3	10	0	1	1	0	5	0	0	2	0	0	10	0	0	6	5	0	4	0	0	0	6	6
1	0	0	1	0	0	0	10	0	0	10	0	2	0	0	2	16	0	2	0	0	10	0	0
1	2	6	0	2	6	0	10	0	1	0	0	0	8	0	2	0	0	1	3	0	20	0	0
5	3	6	0	10	0	0	5	0	1	0	0	1	0	0	2	0	0	2	8	0	0	2	6
0	5	0	0	10	0	0	5	0	0	3	0	0	5	0	10	0	0	0	15	0			
0	12	6	1	10	0	0	2	6	1	0	0	2	0	0	15	0	0	0	10	0	£188	6	6
0	12	6	1	16	0	1	0	0	1	3	0	0	3	6	6	0	0	1	0	0			
0	5	0	1	0	0	2	10	0	2	0	0	1	0	0	5	0	0	10	0	0			

Food and Sundries, with Sundries specified over £2.

	£	s.	d.
	0	1	6
	0	9	6
	0	5	0
Sugar ...	5	10	0
	0	3	6
	0	10	6
	0	6	0
	0	17	0
	0	7	0
	1	2	0
	0	2	6
	1	17	6
	0	4	0
	0	1	6
	1	17	6
	1	7	0
Hams ...	5	12	0
Tea ...	2	5	0
	0	4	6
	1	17	0
	0	15	0
	1	5	0
Flour ...	3	15	0
Sugar ...	2	5	0
Watch and chain ...	10	17	0
Biscuits ...	12	0	0
Sugar ...	6	12	0
	1	5	0
	1	10	0
	0	10	0
	0	2	6
Accordion	2	10	0
	4	6	0
	0	2	0
Sugar ...	2	4	0
	0	3	0
	1	2	0
	1	5	0
	0	10	6
	0	1	6
	1	5	0
	0	12	6
	0	3	6
	1	1	0
	1	5	0
	0	5	0
	1	13	0
	0	3	0
Hams ...	6	0	0
	0	1	0
Tea ...	2	2	0
Sugar ...	5	10	0
Biscuits ...	18	1	6
	1	2	6
	1	5	0
Table ...	8	10	0
Meat ...	2	10	0
	0	2	6
	0	3	0
	1	4	0
	1	5	0
	0	3	0
	0	3	0
Bacon ...	2	10	0
	1	17	6
Sugar ...	2	8	0
	1	3	0
Flour ...	2	6	0
Sugar ...	4	10	0
	0	8	0
	0	8	0
	0	19	6
	0	9	0
Sugar ...	3	0	0
Tea ...	2	10	0
	1	10	0
	0	11	8
Trap hire ...	2	0	0
	0	12	0
	1	15	0
Trap hire ...	2	0	0
	0	2	6
Doctor, and medicine	2	2	2
	0	1	0
	0	6	0
Bacon ...	3	0	0
Sugar ...	6	0	0
Flour ...	6	18	0
	1	10	0
Dr. Russell ...	2	5	0
Meat ...	2	10	0
	3	5	0
	0	4	0
	0	11	6
Two tarpaulins ...	18	0	0
	0	5	0
Flour ...	5	10	0
Sugar ...	3	9	0
Rice ...	3	0	0
	0	5	0
Flour ...	2	6	0
Sugar ...	2	5	0
	0	18	0
	0	17	0
	1	7	0
	1	8	0
	0	14	0
	1	8	0
	1	7	10
	1	2	6
	1	5	6
	0	15	0
	1	10	0
Table cloths ...	5	18	6
	0	7	6
	0	12	0
Tarpaulins ...	9	0	0
Flour ...	8	10	0
Sugar ...	6	0	0

	£ s. d.
	1 19 6
	0 10 0
	1 0 6
	0 12 6
Flour ...	6 0 0
Sugar ...	4 10 7
	0 12 6
Rice ...	7 10 0
Tea ...	6 0 0
	1 10 0
	1 15 0
	0 10 0
Flour	2 10 0
	1 10 0
	0 15 0
Biscuits ...	20 0 0
Sugar ...	6 0 0
	1 9 0
Saddle ...	3 0 0
Flour ...	6 4 0
Rice ...	5 0 0
Biscuits ...	2 0 0
Sugar ...	6 8 0
	1 15 0
	1 11 6
	0 11 0
	1 19 0
	0 12 6
	0 12 9
	0 4 6
	0 5 0
	1 5 6
	1 7 6
	0 9 0
	0 6 6
Coals ...	4 0 0
	0 15 0
	0 15 0
	1 14 0
	0 7 0
Sugar ...	3 0 0

	£ s. d.
	0 13 6
	1 16 8
	0 5 0
	1 0 0
Biscuits ...	2 3 0
	0 9 0
Trap ...	100 0 0
	1 8 6
	0 4 6
	0 4 6
	1 13 0
	1 13 0
	1 12 0
	1 2 6
Box pipes ...	2 10 0
	0 6 0
	1 5 6
Flour ...	4 0 0
Sugar ...	4 10 0
	0 2 6
Sacks ...	10 0 0
	1 17 6
Sugar ...	2 10 0
Flour ...	2 0 0
	1 10 0
Sacks ...	15 0 0
Tobacco ...	2 5 0
	1 5 0
Tobacco ...	2 5 0
	0 5 6
Coals ...	3 0 0
	1 10 0
	0 6 0
Tea ...	2 10 0
Tobacco ...	5 0 0
	1 10 0
Sugar ...	5 0 0
Flour ...	6 15 0
Sugar ...	2 10 6
Tobacco ...	5 0 0
	1 10 0

	£ s. d.
	0 7 0
	1 10 0
	0 7 0
	0 5 6
	0 10 0
Sugar ...	5 0 0
Tea ...	2 10 0
Interest and Deeds	100 0 0
	0 2 6
	0 15 6
	0 6 0
	0 2 0
Candles ...	2 0 0
Sugar ...	6 5 0
Biscuits ...	2 0 0
	0 15 0
	0 4 0
	1 11 0
	1 5 0
	0 3 0
	0 13 6
	0 9 6
	0 13 0
Goods, Rewi's account	149 0 0
Balance do. ...	83 13 0
	1 17 6
Tea ...	2 5 0
Flour ...	2 0 0
Sugar ...	3 10 0
	0 4 0
Sugar ...	2 10 0
Flour ...	4 0 0
Shingles ...	5 10 0
	1 17 6
	0 12 0
	1 10 0
	0 5 0
	£963 1 7

APPENDIX No. 7.

Case No. XIII. (Heretaunga Block.)

A.

[This is the agreement for sale marked "A," referred to in the declaration of F. E. Hamlin, hereto annexed.]

We, the undersigned, grantees of the Heretaunga Block, have this day, December 6, 1869, sold to Thos. Tanner, J. G. Gordon, A. H. Russell, J. N. Williams, and J. D. Ormond, all that land now under lease to them, about sixteen thousand five hundred acres, more or less, for the sum of thirteen thousand five hundred pounds, four thousand pounds of which have been already paid; and we hereby undertake to execute a deed of conveyance of the above-mentioned block to the above-mentioned parties on the terms above mentioned.

(Signed) Henare Tomoana. (Stamp 1s.)
Karaitiana.

Witness—(Signed) D. E. Lindsay.
F. E. Hamlin, Licensed Native Interpreter.

I, Francis Edwards Hamlin, of Clive, in the Province of Hawke's Bay, and Colony of New Zealand, licensed Native interpreter under "The Native Lands Act, 1865," and "The Native Lands Act, 1867," do solemnly and sincerely declare,—

1. That I am acquainted with Henare Tomoana and Karaitiana Takamoana, grantees, amongst others, of the Heretaunga Block.

2. That I was present on the 6th day of December instant, when the said Henare Tomoana and Karaitiana Takamoana signed the written agreement for sale hereunto annexed, and marked "A," and before they signed the same I fully and faithfully translated and explained the said agreement to the said Henare Tomoana and Karaitiana Takamoana, and they fully understood the same, and then stated they were authorized by the other grantees of the said block to treat for the sale of the said block, and to execute a binding agreement for sale.

3. That I have, since the said 6th day of December instant, conversed with Manaena Tini, one of the grantees of the said block, and he informed me that the said Henare Tomoana and Karaitiana Takamoana were authorized by him and other grantees of the said block to treat with the lessees of the said block for the sale of the fee-simple thereof, and that he confirmed the said sale, and would execute a conveyance thereof as soon as prepared.

4. That the said agreement for sale was signed by the said Henare Tomoana and Karaitiana Takamoana in my presence, and in the presence of David Earle Lindsay, an adult male European, and we signed our names thereto as the attesting witnesses thereof; and I make this solemn declaration con-

scientiously believing the same to be true, and by virtue of certain Acts of the General Assembly of New Zealand, intituled "The Justices of the Peace Act, 1866," and "The Native Lands Act, 1865 and 1866."

(Signed) F. E. HAMLIN.

Declared at Napier, this 13th day of December, 1869, before me.
(Signed) Jno. Curling, J.P. in the Colony of New Zealand.

APPENDIX No. 8.

Case No. XIII.

[This statement was furnished to the Commissioners by the respondents. The vouchers 1 to 15 were produced to the vendors on the final settlement, and are referred to by those numbers in the Notes of Evidence.]

STATEMENT of MONEYS paid on ACCOUNT of PURCHASE, as per Vouchers.

No. of Voucher.		£ s. d.	£ s. d.
	Noa Huke.		
1.	Peacock, J., order	667 12 8	
2.	Maney, R. D., order	345 0 0	
			1,012 12 8
	Manaena Tini.		
4.	Maney, R. D., order	62 15 6	
7.	Sutton, F., order	594 15 6	
	Tanner, T., cash	142 4 6	
	Amount to be paid as annuity	500 0 0	
			1,299 0 0
	Pahoro.		
13.	Harrison, F., order	273 0 0	
	Williams, J. N., order	20 0 0	
	Sutton, F., order	300 0 0	
	Tanner, T., cash	29 0 0	
			622 0 0
	Paramena.		
11.	Davie, Geo., order	40 0 0	
12.	Harrison, F., order	556 13 8	
	Sutton, F., order	400 0 0	
	Tanner, T., cash	22 17 0	
			1,019 10 8
	Karaitiana.		
19.	Cash	100 0 0	
	Cash—Tanner	307 8 0	
	Cash	2,387 7 3	
	Amount to be paid as annuity	1,000 0 0	
			3,794 15 3
	Henare.		
3.	Maney, R. D., order	53 10 0	
5.	Peacock, J., order	194 10 6	
6.	Lindsay, D. E., order	450 0 0	
8.	Sutton, F., order	1,119 3 5	
9.	Knowles, E. W., order	39 0 0	
10.	Maney, R. D., order	87 10 0	
15.	Tuxford, F., order	130 18 0	
	Cash	10 0 0	
	Cash	207 0 0	
	Cash	11 16 0	
	Tanner	781 4 0	
	Amount to be paid as annuity	1,500 0 0	
			4,584 11 11
	Tareha	1,500 0 0	
	Waka	1,000 0 0	
	Matiaha's successor	1,000 0 0	
	Arihi	2,500 0 0	
	Neil's mortgage	1,500 0 0	
			7,500 0 0
	Interest		88 8 10
			£19,920 19 4

Napier, 4th March, 1873.

APPENDIX No. 9.

Case No. XXIV. (Huramua Nos. 2 and 3.)

SIR,— Native Land Court Office, Auckland, 20th March, 1873.

I am directed to acknowledge the receipt of your letter of the 10th instant, making certain inquiries respecting the Huramua Blocks Nos. 2 and 3, and to state that the whole history of the imposition of restrictions is disclosed in the accompanying papers.

I have &c.,
A. J. DICKEY,
Chief Clerk.

G. Margoliouth, Esq.,
Secretary, Hawke's Bay Native Lands Alienation Commission, Napier.

No. 1.

KIA TE MAKARINI, Poneke,— Wairoa, Oketopa 11, 1870.

E hoa, tena koe. E hoa, mau te ritenga kia Te Penetana mo to matou whenua mo Huramua Nama 2, Nama 3. Ko Huramua Nama 1 e pai ana tena kia riro ia Te Okara hei utu mo te nama. Tetahi whakaaro e hiahia ana matou kia whakawatia taua whenua engari ko te Karauna Karaati koi tukua mai; puritia atu kia oti te whakawa mo taua whenua katahi ano ka tuku mai. Engari ko matou kahore e pai kia riro to matou whenua.

Na ou hoa aroha,
Na TIOPIRA TAPAHI, x
Na PERAHAMA PAUKU tona, x
PAORA TE APATU,
Nepia.

[TRANSLATION.]

To Mr. MCLEAN, Wellington,— Wairoa, October 11, 1870.

Friend, salutations to you. Friend, you must arrange with Mr. Fenton about our land Huramua No. 2 and Huramua No 3. As for Huramua No. 1, it is right that Mr. Okara (Carroll) should have it in payment for debts. We wish that the title to that land should be investigated, but the Crown grant must be withheld until the investigation is finished, then it can be sent. However, we are not willing to part with our land.

Your friends,
TIOPIRA TAPAHI and others.

No. 2.

KI AKARANA, KIA TE PENETANA,— Wairoa, Oketopa 11, 1870.

E hoa, tena koe. He whakaatu atu na matou mo Huramua, Nama wana, Nama tu, Nama teri. Engari ko Huramua Nama wana katika tena te riro i a Te Okara mo ta matau nama; ko Huramua, Nama tu, Nama teri, kaore matou e pai kia riro i a Te Okara. Koi homai e koe te Karauna Karaati o taua whenua, puritia atu i a koe, kauaka e homai kia Te Okara. Engari ko ta matau i pai ai me whakawa tana whenua.

Na PERAHAMA PUKUTONA, x
PAORA TE APATU, x
TIOPIRA TAPAHI, x
Napier.

[TRANSLATION.]

To AUCKLAND, TO MR. FENTON,— Wairoa, 11th October, 1870.

Friend, salutations to you. This is an explanation of ours about Huramua, No. 1, No. 2, No. 3. But it is correct that Huramua No. 1 should go to Te Okara (Joe Carroll) in payment of our debt; (as to) Huramua No. 2 and No. 3, we are not willing that they should be taken by Te Okara (Joe Carroll). Do not give up the Crown grant of that land; hold it back; do not give it to Te Okara (Joe Carroll). But what we wish is to have that land investigated.

From PERAHAMA PUKUTONA, x
PAORA TE APATU, x
TIOPIRA TAPAHI, x
Napier.

No. 3.

KIA TE PENETANA,— Te Wairoa, Oketopa 12, 1870.

E hoa, tena koe. Tenei taku kupu, kia rongo mai koe. Ko Huramua Nama wana, e pai ana kia riro mo te nama a Te Okara; ko Huramua Nama tu, Nama teri, kahore e pai kia riro mo te nama, notemea hoki kaore au i nama ki a Te Okara. Otira kaore i pa taku ringa ki te pene. Ka huri.

E hoa, kauaka e tukua mai te Karauna Karaati, me pupuri atu. Ka huri tena.

E hoa, whakaatutia mai te tikanga o te tangata i roto i te riihi o te whenua, ina hoki ko nga tangata anake o te Karauna Karaati nga mea kai te moni o te whenua, ko nga mea i te riihi kahore noa iho.

Na TE RUPAPERA,
Na te Wairoa.

E hoa, me whakahoki mai aku korero kia mohio atu au.

[TRANSLATION.]

To MR. FENTON,— Te Wairoa, 12th October, 1870.

Friend, salutations to you. This is my word, that you may know. It is right that Huramua No. 1 should go for the debt to Joe Carroll (Okara); it is not right that Huramua Nos. 2 and 3 should go for debt, because I am not in debt to Mr. Carroll (Okara). But my hand has not touched a pen. Finished. Friend, do not give the Crown grants, but keep them. Finished.

Friend, point out to me the portion of the persons who are registered as owners of the land, because only those who are in the Crown grant (certificate?) receive the money; those who are registered receive none. Finished.

From TE RUPAPERA, Te Wairoa.

Friend, answer my words, that I may be informed.

No. 4.

SIR,— Native Land Court Office, Auckland, 24th March, 1871.

In the matter of the application of Tiopira Tapahi and others (N.L. 70, 608, herewith enclosed) to have the title to the blocks of land named in the margin investigated, I beg to state that at a sitting of the Court, held at the Wairoa on the 22nd day of September, 1868, certificates of title were ordered for these blocks; and although the presiding Judge, in consequence of the statement of the applicants that they all had land elsewhere for occupation and cultivation, recommended that no restrictions should be placed on the alienability of these lands, I have now the honor to recommend that the Governor be advised to comply with the petition of the certified owners, and to direct that restrictions be placed on the alienability of the said blocks of land.

Huramua No. 2; Huramua No. 3.

I have, &c.,
F. D. FENTON,
Chief Judge.

The Hon. the Native Minister, Auckland.

No. 5.

SIR,— Native Land Court Office, Auckland, 9th May, 1871.

I have the honor to forward herewith for the Governor, certificates of title for the blocks of land named in the accompanying schedule, and to enclose you copy of a letter addressed by me to you on the subject thereof, containing a recommendation which you approved. The grants will be prepared in accordance therewith.

I have, &c.,
F. D. FENTON.
Chief Judge.

The Hon. the Native Minister, Wellington.

APPENDIX No. 10.

Case No. XXV. (Tamaki.)

MEMORANDUM for COMMISSIONERS.

Re Tamaki.

THE Tamaki or Seventy-Mile Bush Block, lately purchased by the Government for purposes of settlement, passed the Native Land Court at Waipawa, in September, 1870. (*See* Papers relating to the Purchase of the Seventy-Mile Bush Block, D. No. VII.) Judge Rogan acting as Judge. Negotiations having been going on for purchase of this land for some five years or more previous to sitting of Court, the matter had been well ventilated, and Natives from the West Coast, Wairarapa, and other districts were present, including those whose names are attached to the petition. To the best of my recollection the investigation before the Court lasted over ten days, and the claims of the present petitioners were fully inquired into by the Court. The whole block which passed the Court was estimated to contain 304,800 acres, and this was subdivided into seventeen blocks, so as to enable all sections of the claimants to be fairly represented in the grants. Two blocks, amounting in the aggregate to 41,000 acres, chosen by the Natives, were made inalienable by the Court; 19,870 acres more were set apart out of the purchased blocks as reserves for the Natives, making a total of 60,870 acres. Besides this, there were three blocks containing 14,000 acres, which were not included in the sale, as the majority of the grantees in those blocks objected to sell. (There are also in the Tamaki Block, belonging to the owners of the land referred to in this statement, about 72,000 acres, which the Natives have reserved, and which are now leased to Europeans for a rental of £680 a year). This leaves 250,000 acres (less the 19,870 acres reserved) as the area purchased by the Government, the nominal price for which was £16,000, £12,000 of which has been paid, and the other £4,000 is to be paid when the claims of all the grantees have been met. The £12,000 was divided amongst the sellers by three arbitrators chosen by the Natives themselves—viz., Messrs. Purvis Russell, A. Grant, and G. Hamilton.

The plan produced before the Court was partly compiled from surveys that had previously been made of lands that had passed the Court, or land that had formerly been purchased by Government, the boundaries of which had been marked on the ground, and partly from the traverse of Manawatu Rivers, and from actual surveys made on purpose to show the natural features of the country. A more detailed survey would have been, in a forest country, very expensive, and, as it subsequently turned out, quite useless, the Natives themselves not being certain of their smaller subdivisions.

Mr. Heale, the Inspector of Surveys to Native Land Court, was present at the sitting at Waipawa, and signed his name to the plan, being perfectly satisfied with its correctness.

Previous to the land being brought before the Court, the title had been well investigated, and all parties consulted. After it had passed the Court, had a private party been in negotiations for the land, it would have been only necessary to consult the grantees; but the Government acted otherwise, and took care that all parties likely to be interested should be duly informed of what was going on. This fact the petitioners admit; also, that negotiations were continued for eight months subsequently to the land passing the Court—before final sale was concluded. This, added to the circumstance that the transactions had to be carried on with eighty-six grantees residing in different parts of the country, is sufficient in itself to show it must have been well known to all concerned.

The Government had to deal with eighty-six grantees, seventy-seven of whom have signed the deed of sale, and taken their share of the money. The money, as apportioned by the arbitrators, is now lying in the bank for those who have not signed. Out of the nine who it may be said have not signed, five are in one block of 8,200 acres; the rest are scattered about singly in other blocks.

S. LOCKE.

28th February, 1873.

APPENDIX No. 11.

Case No. XXV. (Tamaki.)

Napier, 8th April, 1873.

The following are the words of Mr. Locke's document, to which I made objection. They are hereunder written:—

1. Locke says, That the purchase of Tamaki is an exceedingly good one. This word is false. If it had been a good purchase, no confusion would have arisen respecting it.

2. Locke says, The purchase of Tamaki was completed long ago, within five years. This is false. If the purchase of Tamaki had been completed long ago during those five years, what is the cause of there being trouble during the present year?

3. The showing by Locke of the rents of Tamaki is not correct. If anything had been said during the purchase of Tamaki in reference to rents, it would be correct to bring the matter before the Commissioners, to show them the correctness of his words; as it is, those lands were passed through the Court long ago, and leased during the years prior to that.

4. Locke says, There are £4,000 for the remaining persons who have not taken money. Who said the people were waiting for £4,000? The only thing for the people of Tamaki is the land, but the money must be given to those persons who require it for their maintenance.

5. Locke says, The survey of the Tamaki is correct. That map is incorrect. The first wrong is, that no Maoris went to conduct the surveyor on to the land. It was an unauthorized surveying by the Government. That Government had heard of the objection made by the Maoris, but still they went to survey. The second objection is, that the map of Tamaki, which was placed before the Native Land Court, was prepared from other plans of the land which had been purchased by the Government from the Maoris; that map did not rest within Mr. Fenton's *Gazette*. All Mr. Fenton's *Gazette* contained was a notice to have the land surveyed, and when the map was finished it would then be given to the Land Court to investigate the Native lands; it would then be correct. The Chief Judge did not say that the land should be investigated on the Government map. If that kind of plan had any effect, other lands would have been investigated on Government plans, for there are a number of small pieces of land remaining within the land which has been sold.

6. Locke says, That Heale is the chief of surveyors, and gave authority to the map of Tamaki. I object to this, for this reason. It was not us who engaged that surveyor. It was the Government who engaged their own surveyor. What would be the use of our talking before the Commissioners, if we had engaged that surveyor and then turned round to object? It is well that the explanation of this should be mentioned. But this: The Governor had his own surveyor, and that surveyor knows the Governor and his instructions. No; it was not the Maori people who turned to that surveyor and agreed to that map.

7. Locke says, That the Governor is a genius in managing the Maori tribes. It is false. The Governor is not a genius. If he is a genius, what is the cause of the Government disputing about the surveying? It is long since the Governor saw the objection by the Maoris. What is the reason of that Governor giving money to the Maoris who asked for the money of Tamaki? That Governor had heard that the management of Tamaki had been given to me. That Governor heard that I had brought Tamaki before the Parliament, that the right and the wrong might be looked into. That Governor had also heard that a Commission was to be appointed to inquire into all the wrongs, either of sales, leases, mortgages, or grants. That the Governor has seen that all the lands have been brought before the Commissioners, and also Tamaki. He has by stealth (*tahae*) given money to Hori Niania and Hori Ropiha. If he was a genius, no great trouble would have arisen in this Province. If he was a genius he would not have been tried (*whakawatia*) before the Commissioners. If that Governor had been a genius, a bad name would not have hung upon him. If that Governor had been a genius, the Parliament would not have appointed a Commission to inquire into the wrongs now standing before that Governor. If that Governor was a genius, the lands which have been sold by stealth, and mortgaged wrongfully, would not have been allowed in the Government documents. If that Governor was a genius, his interpreter would not have gone to the women and children, coaxing them by showing them money. If that Governor was a genius, the children would not have been allowed to sell or mortgage. If that Governor was a genius, the married women would not have gone to sell or mortgage.

8. Locke says, It was in consequence of the bush that the survey was not made on the ground. It is false. It is through him alone that the survey was made in the House. If it had not been objected to, they would not have remained in the House making the plan. The laws of the Court do not know the bush, the river, the cliff, or the lake, but work on that which is corrrect.

9. Locke says, This is a real selling of Tamaki. It is false. If it had been a real selling, no trouble would have arisen on that land.

These are all the words considered by me. The majority of his words, what are they to me?

This also is another word of mine to you: The money of the selling by Hori Niania is given before the Court to ascertain its position.

These are all the words.

From HENARE MATUA.

APPENDIX No. 12.

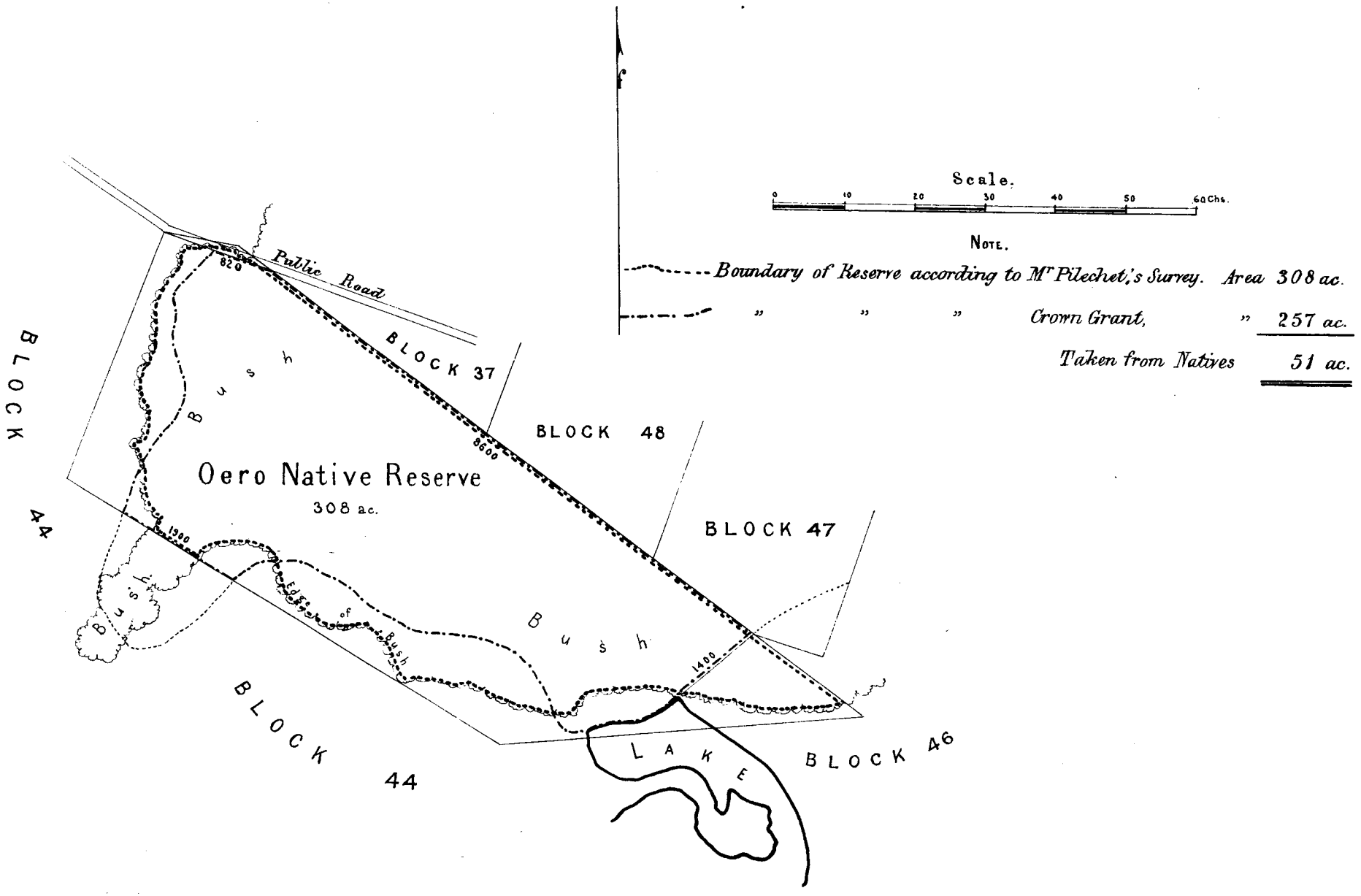
Case No. XXXIV. (Oero Reserve.)

MEMORANDUM.

THE Oero Reserve, a tracing of which is attached, by the terms of the Hapuku or Waipukurau deed, dated 4th November, 1851, contained 308 acres, and was marked out at time of sale of that block by Mr. Pelichet—a straight line being the boundary on one side, and the edge of the bush the other boundary. Some years subsequently to Mr. Pelichet's survey, the adjoining land was sold to E. S. Curling, Esq., by the Provincial Government, up to the bush. In the interim, fires had burnt away much of the bush, so that when the reserve came to be surveyed for the purpose of passing the Native Land Court, only 257 acres remained of the original reserve. The remaining 51 acres had been granted to Mr. Curling. The owners of the reserve then applied to get their full acreage, which could not be done, the land having already been made freehold by Mr. Curling's purchasing it.

S. LOCKE.

By Authority: GEORGE DIDSBURY, Government Printer, Wellington.—1873.


Scale.
0 10 20 30 40 50 60 Chs.
NOTE.
Boundary of Reserve according to Mr Pilechet's Survey. Area 308 ac.
" " " Crown Grant, " 257 ac.
Taken from Natives 51 ac.
Public Road
820
8000
1900
1400
BLOCK 37
BLOCK 48
BLOCK 47
BLOCK 44
BLOCK 44
BLOCK 46
Oero Native Reserve
308 ac.
Bush
Bush
Bush
Edge of Bush
LAKE