

which it was situated, and would, when it was purchased, be in a position to transfer the two hundred acres to them. Mr. and Mrs. A. took the bait at once. They wanted this particular two hundred acres, and agreed to sell Mrs. A.'s interest in her land at 7s. 6d. per acre, and receive instead this two hundred acres at 7s. 6d. per acre. The agent, having thus bought off their opposition, told them to come in a few days to sign an agreement with the purchasers to carry out the agreement. Accordingly, the place where the promised two hundred acres were situated having been determined on, all parties met two days after to sign an agreement that had been prepared in the interval by the purchasers. This agreement, now in my possession, is in English, and has no Maori translation indorsed upon it. According to the sworn testimony, this agreement was translated into Maori in the presence of the vendors and one of the purchasers (who had by their agent made the verbal agreement with Mr. and Mrs. A.) as if the writing was in exact accordance with the verbal agreement made two days before; and the person who so mistranslated it was the very agent who had made the verbal agreement with Mr. and Mrs. A. The document was then signed without being read over in English, and was left in the possession of the purchasers' solicitor; and Mr. and Mrs. A. afterwards fulfilled their part of the bargain by transferring their interest at the agreed price to the purchasers aforesaid. But when Mr. and Mrs. A. came to enforce their side of the agreement they found that the document they had signed differed entirely from the actual agreement made and from the translation of it by the interpreter in the presence of the vendors and one of the purchasers.

So far the story, if contradicted by the other parties present at the interview, would be too doubtful in its character to be credited if there were not intrinsic evidence favourable to Mr. and Mrs. A.'s side of the case. That intrinsic evidence is this: In the written agreement given to Mr. and Mrs. A. the stipulation in their favour gives only a "worthless shadow" in exchange for their consent to sell their land—which, it must be remembered, they did not wish to sell at all, and which they gave at a price they would never have accepted but for the stipulation that they were to have the land they wanted for the same price per acre. The stipulation inserted in the written agreement is in the following words: "And this deed also witnesseth that, in further consideration of the aforesaid covenant (*i.e.*, the covenant to sell at 7s. 6d. per acre), the said [purchasers] do and each of them doth hereby undertake and promise to use their best endeavours and their influence and time without charge to obtain for and secure to the said [Mrs. A.] and her heirs, or as they may direct, two hundred acres of land in [describing the place], to be marked out by the transferrees, at the actual proportionate cost of the same to the said [purchasers], or whomsoever may purchase the same from the Native owners thereof; but a greater amount than 10s. per acre is not to be charged."

The land in question has never to this day been purchased by these purchasers nor by any one else from the Natives, and the solicitor of the said purchasers recently described the aforesaid written agreement to Mr. A. as a document "not worth the paper it is written upon"—a description with which I have no fault to find.

Since the above statements were made to me by way of caveat, I have found that the restrictions on these two blocks were removed so long ago as 1882, and of course the case must have passed through the ordeal of the Frauds Prevention Commissioners' inquiry. It is scarcely possible to suppose that this agreement was produced before that gentleman by the purchasers. Mr. A. had no notice of any of the proceedings for completing the purchase, and was not aware of its completion till I ascertained the fact from the Lands Office.

The other transaction, which illustrates a different mode of getting rid of owners who will not sell, is as follows:—

The same Mrs. A. was interested in a large block of land (29,000 acres). She attended the Land Court, and established her claim to the satisfaction of the Judge, and then she and her husband were telegraphed for to return home immediately, on account of the serious illness of two of their children. This necessity to leave being represented to the Judge, she was informed by him that she might leave, and that the interest she had proved before him would be protected. Before leaving, the purchasers offered her £300 for her share, but Mr. and Mrs. A. refused to sell on any terms. The moment she and her husband had gone away, the European purchasers saw their opportunity. They arranged with the tribe that, as Mrs. A. would not sell, her name should be left out of the list, and replaced by that of her cousin, who had no objection to sell Mrs. A.'s share if transferred to her, and to take the purchase-money for herself. Accordingly, the list of names of owners of the blocks was made up, omitting Mrs. A.'s name, and inserting instead that of the more convenient cousin; and when, on the list being presented in Court, the Judge inquired how it happened that Mrs. A.'s name was omitted, the Native interpreter of the purchasers got up and informed the Judge that her cousin's name had been inserted instead of Mrs. A.'s at Mrs. A.'s own express request. Upon this statement being made on behalf of a gentleman of position, in presence of the tribe and of the conductors of the case, the Judge appears to have been deceived into the belief that the omission of Mrs. A.'s name was really by her own desire, and he thereupon passed the list with the cousin's name inserted and Mrs. A.'s name omitted. The cousin then sold and transferred all Mrs. A.'s interest in 29,000 acres to the purchasers; and it was not till long afterwards that Mrs. A. heard a word of the transaction; and, as to the purchase-money, she has never received a farthing.

This case also passed the Frauds Prevention Commissioner in due course; and it cannot be supposed that any of these facts were disclosed to him. Mrs. A. knew nothing of the application to the Frauds Prevention Commissioner to pass the application, and therefore had no opportunity of proving before him the fraud that had been practised upon her.

14th May, 1886.

G. E. BARTON.