

## 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