

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 acquisition of 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 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