

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.