

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, numerous 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