

exceeded £4,000. Mr. Tanner had no distinct recollection of this conversation, but stated that Henare was in the habit of applying to him for advances, saying you will get it all back when Heretaunga is sold. Karaitiana also was in debt, though not to the same extent as Henare. But on his attempting to leave Napier for Auckland, in company with Te Heu Heu, sometime about the end of November, he was served with writs at the suit of Messrs. Sutton and Knowles, to both of whom he was indebted. In consequence of this he put off his journey, and returned to his house at Pakowhai, eight or nine miles from Napier. This seems to have been the crisis. Mr. Tanner met him on his way back from the port, at the toll-gate, and a conversation took place, in which, according to Mr. Tanner, Karaitiana adverted to the probable necessity of selling Heretaunga, and agreed to send for Mr. Tanner if that should be determined upon. Mr. Tanner and Mr. F. E. Hamlin both deposed, that a few days afterwards they each received a message from Karaitiana asking them to come over to Pakowhai to settle the terms of a sale. This is denied by Karaitiana, who however admits that Mr. Tanner and he did meet at the toll-gate, that he expressed his intention of talking over with Henare and the others what was to be done about payment of the debts, and that Mr. Tanner did ask him to send for him if Heretaunga was to be sold. This conflict of evidence is only of importance in reference to the question, whether the proposal for the sale came first from the natives or from the lessees. Great stress was laid on this point on both sides, but it is really of no great moment. In the case of a sale by weak and ignorant natives, it might be some proof of fraud to show that the purchaser had taken the initiative, and had used strong solicitation. Karaitiana Takamoana is, however, a man well able to take care of himself in a bargain with any person whomsoever. Henare Tomoana and Manaena Tini, who both reside at Pakowhai close to Karaitiana, are likewise men of considerable intelligence; and, so far as a quick wit goes, quite capable of transacting their own business. All three are far more Europeanized than Tareha. I do not think, so far as any of these men are concerned, that it would make a difference in the case if Mr. Tanner and his interpreter had come uninvited to Pakowhai to bargain for Heretaunga. But as manifest eagerness to buy would, with these people, have only raised the price of the block, I think it highly improbable that Mr. Tanner did go to Pakowhai without an invitation from Karaitiana.

The negotiations occupied portions of three days, the subject being the sale of the whole of the remaining eight shares in the block. Whether or not Karaitiana and Henare had been empowered by the other grantees, excepting Arihi, to treat on their behalf, was a question strongly contested. Yet it signifies little, in my judgment, which way the point is determined, because it is clear that all, except possibly Noa Huke, subsequently made terms for themselves. The negotiations resulted in the execution on the third day (6th December, 1869) of a contract, bearing that date, purporting to be an agreement, by the undersigned grantees of the Heretaunga block, to sell to the lessees all the land then under lease to them, consisting of about 16,500 acres, for the sum of £13,500, £4,000 of which is expressed to have been already paid. Henare and Karaitiana alone signed this document. [See Appendix].

The £4,000 expressed to have been already paid, is explained on the part of the purchasers to have included £2,500 as the price of the shares of Te Waaka and Tareha, and £1,500 principal money secured on mortgage of the block to Mr. Neal—the purchasers having, after some discussion, agreed to take upon themselves the discharge of that incumbrance. The remaining £9,500 it was proposed to apportion as follows:—

	£
1. Noa . . . . .	1,000
2, 3. Paramena and Pahoro . . . . .	1,000
4. Manaena . . . . .	1,000
5. Henare . . . . .	2,000
6. Karaitiana . . . . .	2,000
7. Successor of Matiaha (deceased) . . . . .	1,000
8. Arihi . . . . .	1,500
	£9,500

Henare gave a totally different account of the division of the sum of £13,500. As to the £4,000, he said that he never heard of it until the agreement was read in Court; and swore that, after payment of Neal's mortgage the remaining £12,000 was to be equally divided between himself and Karaitiana. This assertion was utterly denied by Mr. Tanner and Mr. F. E. Hamlin, and was also completely at variance with the evidence of Karaitiana. Karaitiana stated, over and over again, that he and Henare were to get £2,000 each, together with the annuities, which I shall presently have to mention. When this discrepancy in the evidence of the two complainants was pointed out to Henare, he could only say that Karaitiana was confused about it, and that it was he himself who did the talking. This part of Henare's testimony utterly discredited him as a witness with some of the Commissioners. It appeared to me that it had suggested itself to him to make the preposterous statement he did after he had heard the agreement read in Court, and perceived that Karaitiana and he were the sole signing parties. By his complaint he only demanded £500 as still due. Had his statement in Court been true, nearly £1,500 would have been owing to him.

Another point, on which much time was spent in taking evidence, requires only a brief notice. Karaitiana repeatedly denied that he had been a party to the proposed apportionment of the money amongst the eight grantees. He seemed to wish us to understand his position during the negotiations at Pakowhai as that of a mere looker-on, perhaps acquiescing in, but certainly not fully assenting to, what was being proposed by Mr. Tanner and agreed to by Henare. Apparently, he did not consider himself as having been bound by the contract of the 6th December, 1869, and desired that we should regard him as coerced into assent by subsequent proceedings. On the part of the respondents, the apportionment of the purchase-money was represented as the proposal of Karaitiana himself. Whether this were so or not, it is in either case clear, that Karaitiana was bound by the agreement just as much as Henare. He signed, I cannot doubt, fully knowing, or at least with full means of knowing, all that had been settled between Henare and Mr. Tanner.