PURCHASE MONEY OF HERETAUNGA BLOCK.

	Allotted at Pakowhai.	Actual Payments.
	£	£ s. d.
1. Noa	1,000	1,012 12 8
2, 3. Paramena and Pahoro	1,000	941 10 8
4. Manaena	1,000	799 0 0
5. Henare	2,000	3,084 11 11
6. Karaitiana	2,000	2,794 15 3
Totals	7,000	8,632 10 6
7. Matiaha's successor	1,000	1,000 0 0
8. Arihi	1,500	2,500 0 0
9. Tareha	1,500	1,500 0 0
10. Waaka	1,000	1,048 5 6
11. Neal's mortgage	1,500	1,500 0 0
Total purchase money as agreed at Pakowhai	£13,500	
12. Paramena and Pahoro (additional)		700 0 0
13. Annuities		2,434 0 0
14. Duty, and Interpreters (say)		2,000 0 0
Actual total		£21,314 16 0

Having now stated the main facts of the case as established in my judgment by the evidence taken, it remains for me to complete the expression of my opinion on the several complaints relative to this block.

In the eyes of the natives, of all the objections to the purchase the two most prominent, without doubt, are that single shares were separately negotiated for, and that the pressure of their debts was taken advantage of to drive the owners to a sale.

As to the first of these objections, it sufficiently appears (as I have already stated) that the lessees of Heretaunga are not answerable for the separate alienation of their shares by Te Waaka and Tareha. The real grievance (if any) is in the state of the law, or in the mode of its administration, which placed those chiefs in a position to incur separate liabilities affecting their shares.

The same observation partly disposes also of the second objection. It is not disputed that Henare and the other owners were justly indebted; so that if the law has been correctly interpreted, their shares might have been taken in execution and sold by the sheriff. There is no evidence whatever that any unfair pressure of creditors was brought to bear by Mr. Tanner or his partners. They seem simply to have stepped in to buy what must inevitably have been sold to some one, and was worth more to them than to others. Always supposing that the price paid was a fair one, I hold, that no illegitimate or unconscientious use was made of the state of indebtedness of the vendors.

Many natives have not as yet fully realized what pecuniary responsibility is, and fancy themselves wronged when made to pay their just debts. Like children, they would eat their cake and have it. Especially they feel aggrieved when, having been driven by their own thoughtless extravagance to part with their land, they see the possessions of their ancestors a source of wealth in the hands of the Pakeha, whilst the perishable commodities which they have received in exchange have long ago disappeared. Such feelings are perfectly natural. Their inevitable occurrence, and the political danger to which they may give rise, ought to be taken into consideration in all legislation on the subject of native territorial rights. But obviously, they can form no ground for impeaching a fair transaction between individuals of the two races.

It is proper to state, that the evidence we took in this and other cases tended to show that the natives of the Hawke's Bay district have been hitherto, in general, safe payers. Mr. Sutton spoke very highly in this particular of Manaena, and stated that with Tareha also he had had large dealings without any cause to complain; but of Karaitana and Henare Tomoana he stated, that he had never got payment of an account from either of them without threatening proceedings.

The next objection I shall notice, arises out of the concealment from some of the other vendors of the annuities granted to Karaitiana, Henare, and Manaena. Had Karaitiana and Henare occupied the position of ordinary agents for the other vendors, this objection would have seemed to me exceedingly formidable. Looking at the question, as we are bound to do under our Commission, simply as one of good faith, it would be impossible, in the case of an ordinary agent for sale, to contend that it was conscientious on the part of a purchaser to pay him a *douceur*. A bargain induced by a bribe to the agent would, I presume, be held bad in any Court of Equity. It is true that the legitimate domination of a native chief is a very different thing from the derived authority of any agent known to jurisprudence. The moral position of a buyer from the natives who allows a term in his bargain to be kept secret from the tribe, is not the same as that of a person who bribes the European agent of the opposite party. Still, had the evidence satisfied me that the other grantees had put themselves entirely into the hands of Karaitiana and his brother, I could not have approved of a transaction which concealed from those interested the real terms of the contract, and allowed the two chiefs privately to appropriate a large part of the purchase-money. But I do not think that any such case of agency was established. I have no doubt that the grantees, except Tareha, Waaka, and Alice, were to a certain extent acting together, Karaitiana and Henare being entrusted with the preliminary negotiations. But each grantee seems to have reserved to himself the right of objecting, if the terms offered to him individually did not suit him. I was much struck by the evidence on this head of Mr. Samuel Williams (*see* his cross-examination);