

evidence given most fairly, and no doubt supposed by him, if he thought at all about it, to bear against the purchasers; given, at all events, quite without reference to this question respecting the annuities. For as regards the agency of Karaitiana and Henare, the position of each party seemed to me the reverse of that which its own interest required it to maintain; the complainants strenuously denying the agency, whilst the respondents as strenuously maintained its existence. My conclusion then is, that each grantee must be deemed to have made his own separate bargain. It has been seen that this was clearly the case with Manaena. The cases of Paramena and Pahoro were similar; they made their own terms, and Mr. Sutton, the agent through whom they finally agreed to the sale, was fully aware of what had been done for the three annuitants. The trustees of Arihi, again, drove a bargain for themselves; and as to the share of Matiaba, it is evident that it was virtually in Karaitiana's hands to deal with as he pleased. These considerations dispose of all but the case of Noa Huke; and seeing that he repudiated in Court the agency of Karaitiana and Henare, that he is an educated native (being an ordained minister of the Church of England), and that he represents quite a distinct section of the tribe from Karaitiana and Henare, I am of opinion that he too must be supposed to have acted independently, and to have given his consent on his own judgment that he was getting an adequate price for his own share.

I now have to deal with another point of some difficulty, arising out of the relations established between the purchasers of Heretaunga and the licensed native interpreters of the district.

It is almost superfluous to observe, that under the 32nd section of the "Native Lands Act, 1867," amending the 74th section of the Act of 1865, conveyances or contracts by a native vendor require attestation by a licensed interpreter, whose duty is to explain the instrument to the native executing. There were at the time of these transactions four licensed native interpreters practising in the province of Hawke's Bay: the Government interpreter, Mr. F. E. Hamlin, his brother Mr. Martyn Hamlin, Mr. Grindell, and Mr. Worgan. It is obvious that persons in this position will be likely to possess special influence through their familiarity with the Maori tongue, and their acquaintance with leading natives. There is no prohibition against their acting as negotiators as well as interpreters; and previously to the regulations of 7th October, 1870, they might even have acted as interpreters in transactions negotiated by themselves. The two Messrs. Hamlin were regularly employed by the lessees of Heretaunga as their interpreters, Mr. F. E. Hamlin being allowed by the terms of his engagement with the Government to take private business. Mr. Grindell, it has been seen, was for a time acting as a negotiator for Mr. J. M. Stuart. Some time after this, Mr. Tanner engaged to pay Mr. Grindell £50, in consideration of his agreeing to abstain from doing anything to interfere with Mr. Tanner's pending negotiations for the block. Mr. Worgan, the fourth interpreter, was never employed by, or under any engagement with, the purchasers of Heretaunga.

The regulations of 7th October, 1870, now expressly oblige a licensed interpreter to act for anyone who tenders him his proper fee. But even before the issue of these regulations, I conceive that it would have been highly improper, and probably illegal, to contract with an interpreter for the exclusive use of his services as such. A purchase effected or facilitated by such a device, narrowing as it must tend to do the market of the native vendors, could not be supported, at all events in a court of conscience. It was proved however, incontestably, that though Mr. Grindell himself conceived that he was bound by his contract with Mr. Tanner to abstain from acting as interpreter for anyone else, Mr. Tanner had no such understanding of their agreement, and actually set Mr. Grindell right upon the subject—so that I must regard the bargain made as meant only to prevent Mr. Grindell from undertaking any adverse *negotiation* for the block. Thus viewed, I do not think that the proceeding was against good conscience. Anyone who can at all express himself in Maori may be an effective dealer with the natives. The lessees neither did nor could prevent access to the natives by many persons fully competent to transact business with them.

The purchase having been effected before the promulgation of the regulations of 7th October, 1870, came into force, there was no rule expressly interdicting licensed interpreters from acting as such in transactions which they had themselves negotiated. But the union of functions is so obviously improper, that in any case of doubt the fact that the interpreter of an agreement had also been its negotiator would form a strong ground for questioning the fairness and completeness of the interpretation. It was denied that the Messrs. Hamlin had ever acted as negotiators in the treaty for the purchase of Heretaunga. I am however inclined to think, that they must be deemed to have acted in that capacity on some minor occasions. Why, for instance, as Hikairo asks, was Martyn Hamlyn taken up to Wellington at great cost by Maney and Peacock, unless because his personal influence was wanted to overcome the wariness of Te Moananui? It must have been supposed that he, better than any interpreter at Port Nicholson, would be able to prevail on the doubting chief to part with Heretaunga in the country of the Ngatiawa and the Pakeha. But perceiving Mr. Tanner to be thoroughly convinced that no one could do his business for him nearly so well as he could do it himself, I formed the opinion, that the Hamlins had in general played, as Mr. Tanner declared, only the part of interpreters. It was in evidence, however, that there was an agreement for their remuneration by a lump sum of £300 in the event of success. This sort of arrangement is thoroughly inconsistent with the position of perfect impartiality, of absolute indifference, which alone suits the character of interpreter. It is a circumstance which would have strongly affected my mind had there been the least reason to doubt that the sellers understood the terms of the contract they were entering into. But, in my judgment, there was not any ground for such a doubt.

One special influence seems to have been at work in favour of the lessees of Heretaunga, which must certainly have tended to prevent free competition for the block. There was apparently a feeling amongst the native dealers and interpreters, that this influential body of gentlemen had a species of tenant-right over the block with which it would be unhandsome to interfere. Thus we find Mr. Maney preferring Mr. Tanner to Mr. Stuart, avowedly on this ground. Mr. Worgan assigned a somewhat similar reason for his refusal to act as Mr. Stuart's agent. I think there must also have been a tacit understanding that the lessees of Heretaunga, if they became the purchasers, would facilitate the payment of the accounts of the storekeepers out of the purchase money.

On purchases by Government it has been, we were informed, the invariable practice to hand over the money to the natives, only giving notice to their creditors of the time and place of payment. This,