

not seem too low when compared with the values received for their shares by several of the other grantees or owners.

I think the complainant in this case sold his interest in the land, understanding well what he was doing; that is to say, so far as to know that he was parting with it for ever, for a certain definite consideration. That he has received no benefit from the transaction, is the consequence of his own improvidence. Between £700 and £800 of the purchase money went to pay debts which he had previously contracted; the rest was soon dissipated, and he now, hoping to get the land returned to him, and apparently without any idea whatever of paying for the value he received for it, comes before the Commission with the false statement that he never sold the land, that he never signed a conveyance, and that "his land has been taken away from him."

PART (3).—COMPLAINT No. 79.

This complaint is by Henare Tomoana, on the part of himself and others, and is stated as follows:—
"300 acres of land and £500 (five hundred pounds) promised me, which I have not received; beg transaction be looked into."

This consideration of 300 acres of land and £500 is claimed by the complainant as having been promised to him by the purchasers of the Heretaunga Block, as an extra payment or donation to himself, over and above the total sum which it had been agreed should be paid for the whole of the land. I think that he did ask for this consideration, but there is nothing at all in the evidence which would lead me to think that the purchasers ever finally agreed to the proposition, or that they have broken any promise made to him in reference to the purchase of the land. I am the more inclined to this opinion from the circumstance that it is proved that, at the last moment, when the complainant and those of the owners who up to that time had not sold their interest separately were assembled for the purpose of executing the final conveyance, he, the complainant, obliged the purchasers to promise to give him for himself £1,500 over and above the sum total which had all along been understood by the contracting parties was the limit to be given in payment for the whole block. This object was accomplished very easily by the complainant and another owner (who also got £1,000 extra for himself in the same way), by simply refusing to sign the conveyance until the demand was agreed to. As the purchasers had already expended several thousands of pounds in the purchase of the interests of some of the other owners, there being also considerable sums due to some of them which did not appear likely to be paid in any other way than by sale of the land, and seeing that the purchase would be rendered incomplete by the non-signature of these persons, the purchasers seem to have been in such a position as to have no choice but to comply; and in consequence they promised to pay the complainant Henare Tomoana £1,500 more, and Karaitiana Takamoana £1,000 more, than had been originally expected, and this promise the purchasers strictly fulfilled subsequently by paying the money.

Including the sum first mentioned, £1,500, the complainant seems to have received for his interest in the Heretaunga Block value to the amount of £4,584 11s. 11d., as nearly as can be estimated, the greater part of which sum—nearly the whole, indeed—exclusive of the £1,500, was absorbed in the payment of debts previously contracted by him, and which were paid off by the purchasers, by authority of his own written orders to that effect. He does not, however, in his statement before the Commission, confine himself to the formal complaint made, as I have quoted from the *Hawke's Bay Government Gazette*, but virtually repudiates and protests against everything he has done in the matter of the sale; on almost every possible ground which could be brought against the validity of any transaction of that nature. His chief complaints are, That he acted under compulsion; that he was on one occasion compelled to sign a deed or agreement regarding the sale of the land under actual bodily fear; that the Native interpreters did not interpret deeds and papers to him, as they should have done; that he was kept in ignorance of the amount of his debts, in consequence of accounts not having been shown and explained to him; that he never, at any time, was willing to sell; with various other objections of inferior importance.

The charge of intimidation made by Henare Tomoana is, both in itself and its bearing on general credibility of his evidence, of such a serious nature, and is brought forward so circumstantially, that I think I am bound in duty to take a particular notice of it. The story is to this effect: He on a certain day, being asked to do so by the solicitor acting for the purchaser, called at the solicitor's house. Soon after his arrival one of the purchasers, who was the principal agent for the rest in the matter of the purchase of the Heretaunga Block, accompanied by his interpreter, arrived. The complainant then attempted to go away, but was prevented by the door being shut and hands being laid upon him, to prevent him from opening it. A pen was then presented to him, and a document laid before him, which he was requested to sign. He then made another ineffectual attempt to escape, and being now greatly alarmed, and, as it would appear from his story, almost desperate, thought he would bring intimidation against intimidation, and declared that although he might lose his own life, he would, before losing it, kill then and there at least one of the three persons who were endeavouring to force him to sign against his will, this, to him, very objectionable document. Finding, however, his endeavours to resist or escape unavailing, he, succumbing to circumstances, at last took the pen, signed the deed, and was allowed to depart.

After careful consideration of all the evidence bearing upon this particular charge, I am obliged to say that I think the whole story from beginning to end is a deliberate falsehood, and that the truth of the matter seems to me to be, that the complainant came to the solicitor's house by his own appointment, and with the expressed purpose of signing the agreement; that he passed the greater part of the day agreeably and in the most friendly manner with the three Europeans—the solicitor, the interpreter, and the principal purchaser—dined with them in perfect sobriety, was the first to call for the production of the agreement that he might sign it, and, having done so, departed without any dispute or disagreement whatever having arisen.

As to the minor charges which I have mentioned, I consider them either not proven, or resting only on the evidence of the complainant himself, but contradicted by witnesses, in whose veracity I am inclined to have more confidence.