

PART (4).—COMPLAINT No. 96.

This complaint is made by Manaena Tinikirunga against the purchasers of Heretaunga, and is published in the Hawke's Bay Government *Gazette* as follows:—

"Complains never received payment for his share; other grantees kept the money."

The complainant in this case appears to have received for his share about £1,299 (twelve hundred and ninety-nine pounds), of which £642 4s. 6d. in cash, and the balance, £656 15s. 6d., expended by purchasers in paying the complainant's debts, by authority of his own orders: one order being to pay £594, and another to pay £65 15s. 6d. Five hundred pounds (£500) of the cash was expended by the purchasers in the purchase of an annuity for the complainant, which he is now receiving.

When before the Commissioner the complainant did not deny the receipt of the values above mentioned; the only point he laid stress on was, that he sold unwillingly, and was only prevailed upon to sell by the continuous importunity of the purchasers. He was in debt, and I think, therefore, that it is true that he was unwilling to sell, as he knew that a larger portion of the sum receivable for the land would have to be handed over to his creditors; but it does not appear he had any other means of paying his debts but by selling the land. He, however, received a present, or bonus, for himself over and above the sum which had been understood between the buyers and sellers was to have been the limit to be paid for the whole block, and this, I think, may have influenced him to sell quite as much as the importunity of the purchasers.

PART (5).—COMPLAINT No. 129.

Karaitiana Takamoana complains—

1. That the alienation of the Heretaunga Block was made under circumstances of unfair pressure by the parties complained against, or parties acting on their behalf.

2. That complainant and several of the grantees were most unwilling to part with the land.

3. That the price was greatly inadequate.

4. That the consideration was not paid to the grantees in money, but was in a great part handed over to publicans and storekeepers, whose demands arose to a great extent out of the supply of spirits and other liquors, the bills for which the grantees had in few instances an opportunity of examining.

5. The grantees were threatened with extreme measures both against person and land, to avoid which they were induced to sign deeds of sale.

6. Complainant Karaitiana Takamoana states that certain arrangements made with him as part of the conditions of sale have not been carried out.

These complaints are made against Messrs. Thomas Tanner, James Williams, J. D. Ormond, J. G. Gordon, Captain Russell, and Captain Hamilton Russell.

Complaint 1—Unfair pressure.—The charge made before the Commission is—first, that the complainant and several others of the grantees were threatened with legal proceedings, to recover debts due to the purchasers and others, and that in fact legal proceedings were in some instances taken against them. These proceedings appear, although undertaken, never to have been finally carried out; and when it is considered that the complainants were very heavily in debt, and without any likelihood of being able to pay within any definite or reasonable time, without selling the land, I think it very questionable if the action taken by the purchasers in instituting legal proceedings, to induce them to do so, can be considered "unfair." Certainly, I think the proceeding of the purchasers in the matter is not unfair in any sense conveying the idea of fraud or deception.

And second, under this head of unfair pressure, assertions are made by Karaitiana and some others, that Messrs. Ormond, the Superintendent of Hawke's Bay, and the Hon. Donald McLean, have made use of the influence given them by their official positions in putting a pressure on the complainant to compel them to alienate their lands. These allegations are so vague and entirely unfounded on any tangible fact, that, although necessary to mention, I am of opinion that to make any further remark would be to lend to them an importance they do not deserve.

2. "Complainant and several of the grantees were most unwilling to sell."

It seems quite evident the complainant and others were, as they say, most unwilling to sell. Selling the land appeared to involve the necessity of paying their debts, which I think was the only cause of the unwillingness.

3. "The price greatly inadequate."

The whole sum paid by the purchasers in cash, in paying grantees' debts, buying annuities for sellers, and in paying off a mortgage on the land, appears to have been about £19,920 19s. 4d. The area of the land sold is 16,785 acres. Complainant brings evidence to show that about the time of the sale of Heretaunga, or not long after, several other pieces of land in the vicinity, or in other not very distant parts of the district, were sold at a very much greater rate per acre than was given by the purchasers for the land now under question.

On the other hand, the respondents bring evidence to show, 1st. That the pieces of land quoted as having brought higher rates, were mere small allotments as compared with the area of the Heretaunga Block; that in most cases they were far more valuable, as compared to area, than the average value of the Heretaunga land, in consequence of being well covered with European grass, while the Heretaunga Block had nothing but the native herbage.

2. That about one-fourth of the Heretaunga was swamp or inferior land. That, besides these drawbacks, the land was subject to devastating floods, in one of which, besides other damage, 1,200 sheep were carried away. Mr. Tiffen also, a gentleman whom, from his long residence in the district, his acquaintance with the land itself, and his general experience, acquired both as a settler and in his official position as District Surveyor, I take to be an excellent authority on the question of value, says, in his evidence on this point, that if the land had been thrown upon the market in 1870, the date of the purchase, he does not think it would have brought £12,000. The respondents also bring evidence to show that the land was not acquired without competition; which, although the highest price actually offered by the competition was no more than £12,000,