

greatly increased their difficulty in obtaining the block, and considerably raised the price they were obliged to pay for it.

From these circumstances, and taking into consideration the unsettled state of the country at that time, the risk in investing capital in the purchase of land, which might arise therefrom, as well as the price which has been generally paid everywhere to Natives for unimproved land, the purchasers contend that the price given by them for the Heretaunga Block, £19,920, was not only sufficient but liberal, and I, from all the circumstances, do not think it can be deemed inadequate.*

4. "The consideration was not paid to the grantees in money, but was handed over in a great part 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, in few instances, had an opportunity of examining."

It appears from the evidence that a great part of the purchase money was handed over to merchants and storekeepers by the purchasers in payment of debts due to them by the sellers of the land; but as this was done by order of the sellers themselves, as has been shown by the production of almost all the written orders in the Commissioner's Court, I do not think this should be made a ground of complaint against the purchasers. It is also true that a part, more or less, of the amount of these accounts is for spirits, a matter which, in so far as the purchasers have not supplied them, they, the purchasers cannot be called to account for. As to the Natives having had but few opportunities of examining these accounts, it appears to me from the whole evidence, that they in general were very careless on the subject, but that whenever they insisted on seeing the accounts, they were not refused the opportunity of examining them.

The written orders given by the complainants to the purchasers to pay sums to various persons to whom they were indebted, are all for precise amounts, and mostly for pounds shillings and pence, which would appear to show that either the Native sellers were perfectly acquainted with the amounts they owed, or that they had full confidence in the probity of their creditors, and were willing to accept the accounts without question.

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

I do not see anywhere in the evidence any appearance of threats of "extreme measures against person and land," except the expressed intention to take legal measures to recover debts by the purchasers, which I have noticed in my remarks on the charge No. 1 of unfair pressure.

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

I cannot find that any arrangement made with the complainant by the purchasers, has not been carried out.

PART (6).—COMPLAINT No. 133.

This is a complaint by Renata Tauihu and two others against the Native sellers, and is stated as follows:—"Land leased, mortgaged, and sold without consulting outsiders on division of money."

By "outsiders" is meant persons who have not been recognized by the Native Land Court as owners, and whose position I have described in my General Report, page 43, to which I now refer, but who, after the land has been sold, and long in the possession of the purchasers, come forward with demands against either the sellers or the purchasers.

As the rights claimed by these persons have not been acknowledged either by the Native Land Court or their own countrymen at the time of the investigation of the title to the land, I do not see where their claim to be consulted can rest; nor have I seen anything in evidence before the Commission which would cause me to think they have ever had any rights over the land, if any, more than such as "outsiders" may have, as described in my General Report, and referred to above.

PART (7).—COMPLAINT No. 134.

This complaint, by Hohepa Te Ringanoho against the grantees, is of the same nature as the last (No. 133), that is, by "outsiders" against the Native sellers, but with the additional request that the land be returned.

From the whole evidence in the Heretaunga investigation, I am perfectly certain that these persons have never, at any time, had any rights which would authorize them under any circumstances whatever to make the above demand that the land should be returned.

PART (8).—COMPLAINTS Nos. 150, 154, 158, 180.

These complaints are made by persons calling themselves "outsiders."

I have nothing further to report on these complaints than I have already said on complaint No. 1 by Paora Torotoro against the grantees or sellers of the Heretaunga Block; and also in my remarks in my General Report to which I refer.

PART (9).—COMPLAINT.

Tareha, one of the grantees, complained that the sum of £300 is still due to him by the purchasers on account of his share in the Heretaunga land.

It appears to me from the evidence that the whole of the sum agreed upon as the price of the complainant's share was applied by the purchasers, by authority of his own orders, to the paying off his debts; and that he received other advantages over and above the agreement.

Tareha also made the usual complaint of having been unwilling to sell, and having been very much pressed to do so. Both these statements are doubtless true. I cannot see, however, that he was unwilling to go into debt; the contrary appears to have been the case. He now found a charge against his creditors for their importunity in pressing him to sell the land, without doing which it does not seem he had any other means of paying what he owed them in any reasonable or definite time.

* See General Report.