

The complainant appeared before the Commissioners, and stated that he, Paora Torotoro, and Ahere Te Koari, went one day to Maney's hotel. When they got there, Maney asked them to part with their interest in Ohikakarewa to him, offering £100 for each man's share. He (Waka) did not consent, and on the same occasion £20 were given them by a European named J. Heslop. He (Waka) took out of that money £10, two cases of rum, and two bags of sugar. Maney frequently made applications after this to Te Waka for his consent to sell his interest in the land for £100, to which he did not agree.

He also said that he had often asked that European, Maney, to tell him and Raihania (who does his writing for him) how much the amount of his indebtedness for goods was, but the information was not given.

He also stated that he had never signed any deed of sale or mortgage of that land to the said Maney, or to any other European.

He also spoke about a document, in which Thomas Tanner was asked to pay Maney £100. His name was attached to that, but he denied altogether signing such a paper to Tanner. Maney wrote it himself.

Te Waka Kawatini called Raihania as a witness in his favour in the matter of this land. He gave evidence exactly to the same effect as that given by Te Waka Kawatini.

Paora Torotoro also made a complaint to the Commissioners about the same land. He stated that he had got nothing but goods and grog, and £36 in cash. He gave evidence before the Commissioners that he agreed to the sale of Ohikakarewa to Maney for £100, and that he signed the deed of sale when Maney and Martyn Hamlin went to him at his pa and asked him to do it. His complaint was that he did not get £100 in cash, but in goods.

Ahere Te Koari also appeared as a complainant in the same case, and stated before the Commissioners that he agreed to sell his interest in the land to Maney for £100, and that he had not got it, but only £30 and some goods.

Henare Tomoana and Peni Te Umairangi sent in complaints about the same land. Henare Tomoana appeared before the Commissioners and stated that he was not one of the grantees, but that he complained of the grantees selling the land for the following reasons:—

1. The bulk of the owners, according to Maori custom, of that land were not recognized as being owners, on account of the number of grantees being restricted by the Native Lands Act to ten.
2. The principal owner of that land was Karaitiana Takamoana, and it was not right that those whose interest was small should sell the land.

He also stated that Karaitiana Takamoana also objected to the people selling their shares; but they would not listen to his objections, because the Europeans were urging them to sell, tempting them with liquor, and intimidating them.

Karaitiana Takamoana also lodged a complaint in the same case, and appeared and gave evidence before the Commissioners.

He stated that he was the principal owner of that land according to Maori custom, and he showed why, according to that, he deemed himself to have the largest interest.

He also stated that he protested against negotiations for land being carried on in public-houses.

Peni Te Umairangi also gave evidence in this case.

He said that he signed his name to the deed of sale of that block, and that the following were the reasons why he did so:—

1. Because Maney used to go to him so often to urge him to sell him his interest in the Crown grant of Ohikakarewa.
2. Because Maney agreed to give him £140 for his share.
3. Because that European promised that he would pay him, immediately he signed the deed, the sum of £40 in cash. The £100 was to be paid afterwards.

At that time he was lying on his bed very sick, and as soon as ever he had executed the deed that European, Maney, secretly put £30 under his bed, and then went away with Edwards Hamlin, the interpreter. After the departure of those Europeans the money was counted, and it was discovered that there were only £30.

On the same day he saw that European Maney going back to his house, and he asked him to give him the £10 to complete the sum of £40, that being the amount agreed upon before he signed his name to the deed. That European said, "Wait till to-morrow, when I will give it to you." Next morning he asked again, when that European said, "Wait; I have no money." That was the way that European went on up to the time that he (Peni) recovered. Again he asked for the money, and then that European said, "Will you not be willing to take some goods on credit?" Peni said that he would, and then he commenced to get goods on credit. He stated that he had no idea how his £110 were swallowed up.

When he was told that his credit was stopped he asked to be informed what the amount of his debt was, but the information was not vouchsafed to him.

Peni was asked by Maney's Counsel about certain payments of £10 at one time and £10 at another, but Peni denied all knowledge of these sums.

After the evidence on the part of the complainants was concluded, J. Heslop appeared, and gave evidence, he being one of the Europeans complained against.

He stated that that land, Ohikakarewa, was leased to him by the Maoris before the sale to Maney, and that at that time these persons, Te Waka Kawatini, Paora Torotoro, and Ahere Te Koari, used frequently to go to him to ask for money in payment for land, but he would not consent. He also stated that he saw Te Waka Kawatini affix his mark, showing his consent to the deed of sale of that land, in the presence of Maney and Edwards Hamlin, the interpreter.

Maney appeared before the Commissioners, and gave evidence with reference to the allegations made against him by the complainants.

He said that he had purchased eight shares in that land, Ohikakarewa. The first person who sold was Heremaia, next Tareha, and afterwards the others. It appears that there was a difference in the amounts, some got one amount and some another. These three persons, Te Waka Kawatini, Paora