

A very important transaction accompanied the signing of the contract. According to the evidence of Mr. Tanner and Mr. F. E. Hamlin, when the apportionment was settled Karaitiana left the room, first whispering to Mr. Tanner, "You will have to do something more for Henare." Henare then went into his own accounts, and it soon appeared that his debts would absorb the whole of his proposed share of the purchase-money. After some further talk it was agreed that Henare should have an additional £1,500 paid by way of annuity, in ten yearly instalments of £150 each. The written contract was then drawn up and signed by Henare. Karaitiana now came in again, and was asked to sign. He sat down and took up the pen as if intending to do so, but threw the pen down again and went out. Mr. Tanner presently followed him, and found him in the verandah. After being promised an additional £1,000, to be paid in ten yearly instalments, Karaitiana returned to the room, and signed. In the contract no mention was made of these annuities, and it was an understood thing that they were to be kept secret from the other natives.

A few days after the signing of the agreement of 6th December, 1869, it became apparent that there was a hitch in the transaction. Karaitiana, under European advice, refused to sign the conveyance, and went to Auckland about the second week in December. One of the persons advising Karaitiana was a Mr. Beyer, a gunsmith, resident at Napier. It seems that Mr. Watt, a merchant, who had made heavy advances to the purchasers, offered money to Beyer to induce Karaitiana to sign. This bribe was very properly refused. Mr. Tanner disclaimed any previous knowledge of Mr. Watt's intentions. The temptations to use indirect means are very strong in all private negotiations with the natives.

During Karaitiana's absence, on 15th December, Mr. Cuff, the purchaser's solicitor, visited Pakowhai in company with Mr. F. E. Hamlin, to procure Henare's signature to the conveyance. Instead of signing at once, Henare proposed to attend for the purpose at five o'clock that evening at Mr. Cuff's private residence at Waitangi, which is only a short distance from Pakowhai. Mr. Cuff thinks that Henare felt a delicacy about signing before the other natives. He did not keep his appointment for that evening, but on the following day went over to Mr. Cuff's house, and there signed the conveyance. This deed was afterwards superseded by the conveyance of 22nd March, 1870.

Henare's account of the whole of the transaction differed widely from that of the European witnesses, Messrs. Tanner, F. E. Hamlin, and Cuff. His evidence was, that he was trepanned into attending at Mr. Cuff's house by the pretext that Mr. Cuff would show him a way to get rid of his debts. He was silent as to Mr. Cuff's previous visit to Pakowhai, and pretended that he was not aware that he was to be asked to sign the conveyance. Once at Mr. Cuff's, he was, according to his own circumstantial narrative, detained there against his will, and made to sign by a mixture of force and cajolery. It is exceedingly likely that Henare was unwilling to sign in Karaitiana's absence, and he may have shown unwillingness—though this is denied by the European witnesses. But Mr. Maning and myself gave no credit whatever to his account of the signing the deed at Mr. Cuff's. I do not disguise my own conviction, that his story was pure unmitigated falsehood. It would occupy too much space to give in detail the grounds of this opinion. They are, first, the weight of opposing testimony. True that none of the three Europeans can be regarded as an impartial witness, all being implicated in the accusation. But on the other hand, Henare's weight as a witness appeared to me, on independent grounds, to be very small. My next ground was, the inherent improbability of the story. On this head I can only refer to the notes of evidence. Last, not least, was the fact that it did not appear that any one had before heard of any such occurrence. Henare's written complaint, presented to ourselves, is silent upon the subject. So is his statement to Colonel Haultain. He there speaks of pressure brought to bear upon him, but evidently means no more than the ordinary pressure of creditors. He appears never to have hinted at the use of personal violence or bodily compulsion of any sort. I fully believe that he invented his story in Court, drawing on his imagination for the details as he proceeded in his narrative; just as a lively child will sometimes do, and with as little sense as the child of the immorality of falsehood.

The truth or falsehood of Henare's statement may have little direct bearing upon the questions at issue, seeing that he afterwards concurred with the other grantees in the conveyance of 22nd March, 1870. But belief that such a proceeding as he imputes to Mr. Tanner and his associates had actually been resorted to, would cast a shade on the whole series of transactions of which it formed a part. On the other hand, disbelief in Henare's story entails his utter discredit as a witness, and must cause the rejection of his testimony on every point where it is unsupported by other evidence.

About the end of December, Mr. Tanner, accompanied by Mr. Martyn Hamlyn, went to Waipukurau, the residence of Arihi, in order to settle about the price of her share. She is a married woman, and her share had been assigned to Messrs. Purvis Russell and J. N. Wilson, upon trusts for her benefit. Arihi is a person of considerable rank amongst the natives, being a relative of Henare Tomoana, and also of Te Hapuku. The portion of the purchase money which Karaitiana and Henare had agreed to allow her was, according to the evidence of Messrs. Tanner and F. E. Hamlyn, £1,500. The lessees were, however, obliged to agree to give £2,500. Ultimately they had to pay another £1,000 for this share, not to Arihi or her trustees, but to third persons. The circumstances under which this additional payment was made have no bearing whatever on the present case, nor can the sum of £3,500 actually paid for the share be taken as the measure of its actual value.

Messrs. Tanner and Martyn Hamlyn, on their way from Napier to Waipukurau, called at Mr. Coleman's station, and meeting Paramena there, they obtained his signature, leaving the amount to be paid to him to be settled on the final completion of the purchase. On his way back to town Mr. Martyn Hamlyn procured Pahoro's signature to the deed. Mr. Hamlin believes that nothing was said to him as to what money he was to get. Pahoro, on the contrary, swears that he was promised £1,000 for himself.

The next transaction was with Manaena. After receiving from Mr. Tanner (but without cashing it) a cheque for £100 by way of *douceur*, he, on several occasions, evaded Mr. Tanner and his interpreter when they visited Pakowhai to obtain his signature; either feeling, or feigning, reluctance to concur in the sale. Perhaps Manaena did not like to sign in Karaitiana's absence; perhaps he thought that by making a little difficulty he could secure himself better terms. He gave us the narrative of his ad-