

seemed to be actuated by a vague fear that they might lay themselves open to criminal proceedings, ending in imprisonment and loss of character. I have been informed that threats of such proceedings have been actually made, but cannot vouch for the truth of the statement, not having judicially inquired into it. Such being the attitude of the Natives, the only chance I had of reaching the facts where misconduct had taken place was through the quarrels of rival purchasers or from the intrinsic evidence afforded by the accounts kept and receipts taken during the negotiations of purchasers, and upon the documents of transfer.

7. When commencing my investigations I had some doubts as to the weight I ought to attach to the advertisement inserted in the *Bay of Plenty Times* on the 12th November, 1878, by the then Commissioner of the Tauranga Confiscated Lands, Mr. J. A. Wilson. The advertisement was as follows :—

“The following telegraphic message is published for general information.—J. A. WILSON, Commissioner, Tauranga District Lands :—Wellington, 8th November, 1878, 5 p.m.—J. A. Wilson, Esq., Tauranga,—I am directed by the Hon. the Premier to request you to be good enough, as Commissioner of Tauranga Lands, to inform the Natives that all the lands returned to them in the Tauranga District, the titles to which you are now investigating, including Otawa and Waitaha Blocks, are inalienable. The Native Affairs Committee has advised that the Natives should not be allowed to dispose of these lands; that, should they desire to lease them, they must do so by auction or public tender.—H. T. CLARKE, Under-Secretary.”

This advertisement, which only appeared once, was, as I am informed, published in consequence of a report of the Native Affairs Committee, brought up to the House of Representatives on the 24th October, 1878, containing the following paragraph : “6. That, in the opinion of this Committee, no other portion of the land in the Tauranga District which was returned to the Natives by the Government should be alienated by way of sale, or by way of lease, for a longer period than twenty-one years; and then only by public auction or tender.—JOHN BRYCE, Chairman.”

8. Notwithstanding this advertisement, much speculation in Tauranga Native lands took place in 1878, 1879, and 1880, and purchasers seem not to have been in the least deterred by it—if, indeed, they were aware of its existence. The Government, too, treated the advertisement as a dead-letter. His Excellency was advised to remove, and did remove, restrictions on many purchases made subsequently to its publication, not only in favour of persons who had settled upon and improved their purchases before applying, but also in favour of speculators who had not settled—and apparently did not mean to settle—on their lands. It was even sworn before me that restrictions were removed in one instance where the purchaser had only as yet obtained one-fourth of the signatures of the Native owners. Therefore, when it was urged that these Tauranga purchases had all been negotiated during 1878, 1879, and 1880, I felt bound to consider them with regard to the policy of the Government at that period, and not with regard to a subsequent policy, which was not acted upon till after the purchasers before me had irrecoverably embarked their capital in these enterprises.

9. I observe that the experienced and reliable witnesses, both Native and European, who were examined before the Native Affairs Committee on the Native Lands Disposition Bill in 1885, lamented the prevalent practice of trafficking in Native lands before anything is settled as to ownership or boundaries, and described the evils to which it has given rise. My experience so far amply confirms those views. At the time when the Tauranga purchases before me were initiated—that is, in 1878, 1879, 1880—and the rival agents were struggling to secure the blocks in advance of each other, none of the lands had gone through the Commissioner's Court nor through the Native Land Court, their boundaries were undefined, no reserves for the permanent use of the Natives had been selected, and the conflicting claims of contending tribes and individuals had not been adjusted. Consequently the dealings of the purchasers and their agents in making their money-payments and in taking signatures to transfers were very loosely conducted. In excuse for this looseness, it was pleaded that purchasers were compelled to come into the field before anything was settled, because otherwise they would lose their chances as against their competitors. To convince me that I ought not to deal too stringently with what was the universal and unavoidable practice, it was stated that in all the cases in which the Government had allowed removal of restrictions the early transactions had been conducted in a similar manner, and had nevertheless passed the Frauds Prevention Commissioner, as well as the Government, and finally it was urged that all the cases before me in which I might report favourably would at a later stage have to pass the Frauds Prevention Commissioner, who might safely be trusted to protect the interests of the Natives.

10. I gave to the above considerations such weight as they seemed to me to deserve—that is, I made all reasonable allowance for informality and looseness under the circumstances; but I felt that such looseness opened a wide door for fraudulent practices, and therefore demanded from me a stricter scrutiny into every detail of the transactions than would otherwise be required; and the result of my investigations has shown that the agents or middlemen had in cases before me taken advantage of this looseness to defraud both their employers and the Natives. Their employers were debited with moneys that never reached the Native vendors, while the Native vendors were charged with these moneys although they never received them. I found also that receipts were taken from Natives for payments in such a manner that they could be easily manipulated, and were, in fact, manipulated, to represent payments on transactions to which they did not belong. I found that in some instances receipts were so handled as to cheat the Native vendor, by charging him with payments made to him for survey-work as payments on account of land. I found blank, or nearly blank, receipts, signed ready to be filled up, but not filled up. I found blank transfers signed for the transfer of shares in a certain block of land, and afterwards filled up with the addition of another block, the property of the same owners, but not sold by the majority of those who had so signed. I found a receipt given for a payment on a certain block altered fraudulently into a receipt for a payment on another block, which I had every reason to believe was never sold by the chief (now deceased) who gave the receipt. (The gentleman who altered the document offered no explanation whatever in opposition to the evidence sworn before me that