

by marksmen, out of which number only six are attested by any witness. I found duplicate ledgers, which purported to contain the accounts of the same Natives for the same lands, so greatly differing in their items and accounts that I could not but believe that they were so made up in order that either book might be used as occasion required.

In fact, I found that the books had been so manipulated that they are of no value as records of the transactions of the agents with the Natives, and that the receipts of the Natives are in such discrepancy with the agents' entries that both books and receipts are useless except as proofs of the frauds that had been practised. It would, of course, be impossible for me within the limits of this report to state fully all the facts which support the above statements, but I have retained possession of all the books and documents from which I have gathered these facts, and can easily satisfy your Excellency's Ministers that the above-mentioned frauds have been practised on the Natives in both the Poripori and Waimanu accounts, and possibly also in the other accounts.

Mr. Yates, who is now acting as my clerk and interpreter, was formerly employed by Mr. Creagh as an agent and licensed interpreter to obtain signatures to a memorandum of transfer of Waimanu, and interpret its contents to those who were about to sign it. The document, when given to Mr. Yates, was not filled up as to the parcels of land to be transferred, but it had a map indorsed upon it, which is incorrect as the lands now appear on the official maps. To this document, with its parcels left blank, Mr. Yates obtained the signatures of twenty-three owners of Waimanu No. 1 Block, and his testimony before me was to the effect that he described to the persons who signed it that the block which they were transferring was Block No. 1, and he indorsed a statement in Maori on the document in which the block is described as Waimanu No. (blank), leaving a space not larger than sufficient for the insertion of the word or figure one. The reason he left this blank he explained to be that when the document was being signed the Waimanu lands were not yet fully passed through the Court, and therefore a change was still possible in the numbering of the several portions of it. It so happens that the persons who own Waimanu No. 1 are also the owners of Waimanu No. 1c, and when the memorandum of transfer was presented in evidence before me the parcels in the English portion of the document were filled in not only with the description of Waimanu Block No. 1, but also with a description of Waimanu No. 1c Block. It was not denied that the parcels were so filled in after the twenty-three persons had signed, but it was alleged that both the blocks had been sold, and that the blank for the parcels was correctly filled up.

The applicants replied to this evidence given by Mr. Yates by alleging—(1.) That the purchase from the beginning had been a purchase of shares in the whole original Waimanu Block, excepting only such portions as should be afterwards set apart as permanent reserves, and that, subsequently, after a considerable number of shares had already been purchased, the portion available to the purchasers was curtailed not only by the cutting-out of several reserves, but by the award of the Court giving 1,300 acres of the block to another hapu; and that the description of the parcels as containing the two blocks No. 1 and No. 1c was, in reality, not in excess of the amount of land sold, but was very much less. (2.) That Mr. Yates had been instructed to interpret the document to the vendors as a sale of the two blocks Waimanu No. 1 and No. 1c, and that he had so interpreted it to the Natives in the presence of witnesses, who deposed before me to that fact. (3.) The applicants further impugned Mr. Yates's veracity by alleging that he had an ill-feeling towards them by reason of an unsuccessful claim made by him upon them for remuneration for his services as such interpreter. They insisted that the blank left by Mr. Yates in the Maori statement was intended by him to be filled up—not with No. 1 only, but with No. 1 and No. 1c, and that there was no discrepancy between the Maori statement and the English version. The incorrectness of the map indorsed on the documents was not denied, but was excused in various ways. But the strong point they relied upon in their evidence rebutting that of Mr. Yates was the point that, from the very first, they had purchased shares in the whole of Waimanu Blocks that were saleable; that afterwards the changes that took place operated to deprive them of part of what they had so purchased by cutting out reserves and by giving portion of the block to Natives who had not sold to them; so that, on the whole, the insertion in the memorandum of transfer of the description of No. 1 and No. 1c (being all that was left saleable of the block they had purchased) was only the carrying-out of so much of the original agreement as the vendors were able to perform, and with which the purchasers were obliged to content themselves.

I thought this explanation fair and reasonable as an answer to any imputation of intended fraud, provided it were a true explanation and borne out by facts. In order to ascertain whether it was supported by the evidence, I turned to the documents connected with the purchases to see whether the original purchase of Waimanu was or was not a purchase of shares in the whole block; and, secondly, to see whether upon minor points of evidence I could find anything throwing light upon the general credibility of the statements made by conflicting witnesses. The result of my examination was to convince me that it was not true that the original sale of shares in Te Waimanu was a sale of shares in the whole then saleable land in the block. The block originally consisted of about 3,500 acres, whereas the original sale was of 1,300 acres only, and it was in the course of my search for these facts that I found that the Natives had been defrauded in a variety of ways by the manipulation of the books and vouchers as above mentioned.

The special facts connected with the purchase of the Poripori No. 1 Block were as follows: After Mr. Creagh's cases were all concluded, a gentleman named Wrigley, who, although he resides in Tauranga, alleged that he had till then been unaware of the inquiry being proceeded with, appeared before me to object to the removal of the restrictions on Poripori Block, on the ground that Mr. Creagh had purchased from twenty-seven owners of this block shares which had already been sold to him (Wrigley), and that Mr. Creagh had therefore no right to obtain a transfer of such shares, especially if he had purchased them with notice of his (Wrigley's) prior right (which notice