

Mr. Wrigley asserted Mr. Creagh had had before his purchases). In proof of his assertions he gave his own testimony on oath, and also brought forward another witness. He produced evidence that Creagh knew that he was purchasing; and he called my attention to the fact, proved by certain witnesses (called by Creagh for other purposes), that Creagh had bought from those witnesses with the knowledge that they had already sold to him (Wrigley), and had even stopped the amount of Wrigley's payments out of the purchase-money payable by him to those Natives, for the purpose of delivering back that money to Mr. Wrigley—a purpose which he has not yet fulfilled.

To dispose of Wrigley's alleged priority, Mr. Creagh produced a book, which he had not produced before me until then, containing two entries in the handwriting of Wrigley, who was in his employment at the date of said entries. These entries were both dated the 14th May, 1880, and were headed "Poripori." The one was an entry of advances (in goods) to one Maihi te Poria, and the other an entry for similar advances to one Heke Hotu. Mr. Creagh produced these two entries, alleging that they were both payments on account of the purchase of Poripori Block, made by him so far back as the 14th May, 1880. The object, of course, was to show that to Wrigley's knowledge these two chiefs had sold to Creagh before they had sold to Wrigley. This evidence seemed conclusive as to Creagh's priority, so far as these two chiefs were concerned, unless it was true, as Wrigley alleged, that both these advances were made on the order of the chief of the survey party engaged in surveying the Poripori Block, and as payment to these chiefs for their work as assistants on the survey, and not as a payment on Poripori land. On examining Mr. Creagh's other books to ascertain if they would throw any light on this matter, I found that these two payments were acknowledged in other accounts to be what Wrigley alleged—namely, survey payments, and I found that several other survey payments which had been made to other Natives were, in the first instance, debited to their several land accounts, but in some few instances were afterwards deducted, presumably on the refusal of those Natives to such a fraud upon them. That it was a fraud to charge survey payments as payments on account of land is clear, when it is remembered that there was a distinct agreement that the purchasers, and not the Natives, were to bear all the costs of survey.

In the course of the cross-examination of Mr. Wrigley, who disputed the alleged fact that he was in the employment of Creagh between certain dates, I, with a view to aiding the cross-examination, presented to Mr. Wrigley a certain receipt dated the 1st May, 1879, signed by a deceased chief, Enoka te Whanaka, the body of which was in the handwriting of Mr. Wrigley. This receipt had been altered, in the handwriting of Mr. Creagh, from being a receipt for a payment on Irehanga Block to being a receipt for a payment on account of Waimanu Block. On showing this receipt to Mr. Wrigley he acknowledged that it was in his handwriting, and pointed out the alteration made in Creagh's handwriting, and alleged that it had been made since he (Wrigley) wrote the receipt and got it signed by Enoka te Whanaka; and he further declared that when he paid Enoka te Whanaka the money acknowledged in that receipt, he paid it, not for Waimanu Block, but for Irehanga Block, and that at the date of that receipt (1st May, 1879) the name of Waimanu Block did not exist. In answer to this implied charge by Wrigley, I expected that Mr. Creagh would offer some explanation of the alteration he had made. I was prepared to hear that Enoka, before his death, had expressed to Mr. Creagh his willingness to have the payment for the one block transferred to the account of the other block, and that he (Enoka) had authorized him (Creagh) to alter the receipt accordingly. But Mr. Creagh, when called several days afterwards as a witness to rebut the evidence of Wrigley, made no allusion whatever to this document, except by the mouth of his counsel, who stated in his presence that he (Creagh) did not propose to offer any explanation of the alteration made in the receipt. Thereupon, at the close of the counsel's examination, I deemed it my duty to ask Mr. Creagh whether he desired to say anything in explanation. His answer is given at p. 112 as follows: "This alteration in the receipt, marked S, of Waimanu for Irehanga, is, I believe, in my handwriting. I am not certain of it, and that is all I have got to say about it." In answer to further questions of mine, he said, "Enoka te Whanaka never had any share or interest in Irehanga, as it is at present. I don't mean as it was at the date of that receipt." Thus, it will be seen that I called his attention to the class of explanation I expected, and the fact of his making no such explanation, after I had so called his attention to it, shows that Mr. Creagh does not pretend that the alteration was made at Enoka's request.

My examination of the books and documents having thus contradicted Mr. Creagh's rebutting witnesses, and supported the evidence of Messrs. Yates and Wrigley, and having also disclosed a considerable number of fraudulent misappropriations of moneys alleged to have been paid to the Natives, I felt compelled to believe that, in respect of these two blocks at least—i.e., Waimanu No. 1c and Poripori No. 1—the agents had defrauded the Natives of moneys, and had endeavoured to defraud them of a part of the Waimanu Block which they had not sold, and for these reasons I felt it to be my duty to recommend that the restrictions on these blocks be not removed.

With regard to the Poripori No. 2 Block, I have recommended that the restrictions be not removed, because it is a reserve for Native purposes made absolutely inalienable by the Commissioner, Mr. Brabant, at the request of the Natives in open Court. The Native owners are by no means unanimous in requesting it to be thrown open for sale, and only a few of the owners have signed the transfer document. Mr. Creagh either purchased their interests before the land was declared an inalienable reserve, or without having taken the trouble to ascertain that it was so declared. In either event the purchasers appear to me to be equally disentitled to ask that restrictions should be removed while the land remains on record in Mr. Brabant's Court as an absolutely unalienable reserve for Native purposes.

With regard to Waimanu No. 2A, the proposal for leave to sell is made under exceptional circumstances. The number of owners is thirty-seven, and, although only thirteen have signed a transfer, I am informed that all are ready to sell their shares for the purpose of paying the expenses