been obtained, received considerable sums, though they were not in the grant. The case appeared to be one of those in which, notwithstanding the issue of a Crown Grant, the Maori owners looked on the native title as still subsisting, they not having concurred in any act for its extinction. The purchasers of the block also seem to have acted in accordance with this notion. The unpaid grantees appeared in Court, and evidently belonged to the rank and file of the tribe. Their complaints had all been drawn up by Paraone, and were supported by Tareha, who expressed himself willing that the claimants should receive payment from the Commissioners. Under the circumstances, we all thought that the complainants must look to their chief for a share of the money which he received. It was not pretended that any promise of payment had been made to them by the purchaser.

8. Secret Gratuities to Chiefs.

The objection that the leading vendors received secret gratuities, only occurred in the Heretaunga Case (No. XIII.) What is said in my Report on this case makes it needless to discuss the subject here at length. It casually appeared from Mr. Tanner's evidence, that Karaitiana, on occasion of the execution of the legal lease of the block in 1867, took Mr. Tanner aside at the last moment, and demanded a secret bonus of £500 for himself, which he obtained. This was not made a topic of objection, and seems, indeed, to have been a pure act of extortion. On this ground it is perhaps to be distinguished from the secret stipulations for the grant of annuities to Karaitiana and his brother, which were deliberately pre-arranged with the purchasers. In such stipulations one may recognize somewhat of that *finesse* and diplomatic insincerity which often infects negotiations with an Oriental people. The parties should remember that the validity of such transactions may at any time have to be judged of upon the severe principles of an English Court of Equity.

9. Complaints against Interpreters.

Accusations against licensed Interpreters of wilful mis-translation, and imperfect explanation of documents, were frequent. Charges of this kind must, in general, be equally hard to prove and to disprove. In some instances, as that of the contract for the sale of the Heretaunga block, the other established facts of the case were a sufficient refutation. In many cases the precaution had been taken, to procure signature of a Maori translation of the English documents. There was only one unimportant case, No. XXII. (Te Kiwi), in which we saw reason to believe that the Interpreter had failed efficiently to perform the duty of translating and explaining the instrument. Even here, my own opinion—confirmed though it is by the concurrent judgment of Mr. Maning, as expressed in his own separate Report, written without knowledge of my Report as was mine without knowledge of his—is by no means a positive one against the Interpreter; and my recommendation for his suspension is founded on different and better established grounds.

The principal cases under this head, are:—No. XIII. (Heretaunga), No. XVII. (Omarunui, No. 2), No. XXI. (Waipiropiro), and No. XXII. (Te Kiwi).

I cannot, however, wonder at the distrust of the Interpreters displayed by the native vendors, seeing how thoroughly, under the existing system, the Interpreter is identified with the interest of the purchaser who employs and pays him. In the Heretaunga Case, the Interpreters who certified the translation and explanation of the contracts and conveyances were to be paid a lump sum "if successful." A contract of this kind is palpably objectionable. The Regulation of 7th October, 1870 (*see New Zealand Government Gazette*), was rightly aimed at this improper confusion of the functions of Interpreter and negotiator. The Interpreter who attends the conferences of the parties to a bargain may be—almost of necessity must be to some extent, a negotiator. But the Interpreter who translates and explains the Contract or Conveyance, ought to be absolutely neutral. The principle of the provision of section 74 of the "Native Lands Act, 1865," requiring the attestation of a judicial officer to dispositions of native land, is a sound one; although the provision itself can have been neither convenient nor effectual. The Regulation of 7th October, 1870, is one the observance of which it must be next to impossible to secure in practice. The "Fraudulent Sales Prevention Act, 1870," has fortunately rendered this point of less moment.

This is the proper place to observe on the practice of allowing Government Interpreters to take private business—and that not merely the interpretation of documents, to which there can be no objection, but the negotiation of purchases, or what comes to nearly the same thing, the interpretation of negotiations. The incongruity of the public and private employment becomes glaring, in a case where the sale of a block occasions, as in the case of Heretaunga, heart-burnings possibly dangerous to the peace of the country. The public duty of the Interpreter may make him, one day, the medium of the Government's refusal of pecuniary aid to a Native chief, who is hoping thereby to escape the necessity of selling a favourite spot. His private business many send him, on the morrow to serve a writ, sued out by the purchaser, to compel specific performance of a contract for the sale of this same spot. Something very like this occurred in the case of Heretaunga. It is surprising, under such a system, that the natives should suspect the Government to be in league with the private purchaser? I have no complaint to make of the conduct of the Messrs. Hamlin, which appears to me to have been throughout that of upright men. But the position was a false one.

10. The Native Vendors have been without Legal Advice.

The last ground of complaint under the head of "Fraud," or *quasi* fraud, which I have to notice, is that the vendors were not advised by a lawyer. This is an objection raised *for* the natives; never *by* them. In the view of an English Court of Equity, examining an English transaction, it would be a very serious objection. Several considerations show that much less weight is due to it in such cases as we