It was further stated in answer to the complaint, that Pekapeka was a man of very small account, with scarcely any claim on Waipiropiro, and that his assent to anything done by Karauria and Tareha was always treated by the former as a matter of course.

On the whole, we came to the conclusion that these complaints were unfounded.

It ought to be mentioned, that our inspection of Mr. Maney's books in reference to these transactions was cursory. In relation to Karauria's account, in particular, it would be a hopeless task to attempt to check it, after his decease, and at this distance of time.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning.

REPORT ON CASE No. XXII.

COMPLAINT No. 64.—*Ex parte* ERIHI WHAKINA AND OTHERS. (*Te Kiwi Block, Wairoa*).

This was a dispute as to the terms of an agreement to let a small piece of land containing 133 acres 2 roods, situated at the Wairoa.

The tenant, one William Couper, claimed the ordinary rights of a lessee, under a deed of lease bearing date the 20th December, 1869, whereby the grantees of the block appear to demise the same to Couper for the term of twenty-one years from 3rd April, 1869, at the yearly rent of £15. The complainants, on the other hand (including all or some of the grantees) declared, that the original and only true agreement between themselves and Couper reserved to them rights of occupation jointly with the tenant, and that the lease was fraudulently obtained. They say that the interpreter, Mr. George Buckland Worgan, represented to them at the time the lease was executed, that it was only an order for payment of £10 out of the rent to one Burton, a surveyor, to whom they were indebted. Couper gave notice of a cross-complaint against his native landlords and Mr. Worgan, but he did not appear to prosecute it, or to answer the accusations against himself. By the evidence of the native witnesses, and of Worgan and Clement Saunders, we think it established that there was an agreement for letting the land drawn up in Maori some time before the execution of the lease. This agreement was made between the Maoris and Couper, without Mr. Worgan's intervention, and he swears positively that at the time the lease was signed he was ignorant of its provisions. Saunders, his occasional clerk, also knew by hearsay of the existence of such an agreement, but was not aware of its provisions. Worgan did not explain to the natives when getting their signatures to the lease, that it would abrogate the prior agreement.

The native evidence as to the purport of the original agreement was uncontradicted. If true, Couper was clearly guilty of fraud in obtaining, through Worgan, the execution of the new lease without seeing that the natives understood the effect it would have in conferring upon himself the exclusive legal right to the possession.

As to Worgan's conduct—he denied altogether the charge made against him by the natives, that he had explained the lease to be a mere consent to the payment of £10 to Burton. He says that it is true Burton was to be paid £10 out of the rent; and this, no doubt, was mentioned at the time. Saunders expressly says, that this £10 was the great topic of conversation with the natives present. We give credit to Mr. Worgan's absolute denial of the grossly fraudulent conduct imputed to him, as it seems to us most unlikely that the natives would take a parchment deed, with a plan of the block on it, to be merely such a document as they describe. Saunders also says, that Worgan was asked to explain the transaction over and over again so often that he got angry. But it appears probable, that he performed his duty in a perfunctory manner. In any proper explanation of a lease to natives, the interpreter should strongly insist upon the effect of the deed in entitling the lessee to the *exclusive possession* during the term. Had this been done in the present case, the natives could hardly have failed to object that the Maori agreement reserved to them rights inconsistent with an exclusive right of possession in Couper; unless indeed they entirely misrepresent the terms of the prior agreement, which Worgan himself does not believe to be the case.

There is more certain ground for the conclusion that Mr. Worgan was exceedingly lax in his practice upon this occasion. It was clearly proved that several of the grantees never signed the deed, their names being put to it in their absence by other natives, who, in native fashion, assumed to act for them. Mr. Worgan was well aware of this; yet filed the usual interpreter's declaration, that he had seen all the grantees sign on the day of the date, and that previously to execution the deed was carefully interpreted by him to them in presence of Saunders. Mr. Worgan was compelled to admit that this was a false declaration.

It appeared that Mr. Worgan took no fees for his services, and we acquit him of any corrupt motive in the matter. But to check such laxity of practice, we are of opinion that Mr. Worgan's license ought to be suspended for twelve months.

C. W. RICHMOND.

NOTE.—This Report is concurred in by Mr. Commissioner Maning. See his separate report on the case.
