

SUPPLEMENT TO REPORT ON CASE No. XIV.

In my Report on Case No. XIV. (Ohikakarewa), I have stated the intention of the Commissioners to subject to further examination Mr. Maney's account-current with Peni te Ua, one of the native vendors of the block. The following note embodies the result of my own inquiry on the subject. The matter will, I think, be easily intelligible if the *fac-simile* copies of the accounts referred to, made under my direction by Mr. Witty, are examined.

The sum agreed to be paid to Peni for his share of the block was £140. Of this, £30 was paid in cash on the day when the conveyance was signed by Peni. Mr. Maney swore to a number of other payments. He said, "I have a distinct recollection of three cash payments to Peni; £30, £10, and £10 odd; and there was a fourth payment of 30s., as near as I can recollect. In those days I did not always enter cash-payments in my day-book. This first payment of £10, I distinctly recollect was made by myself to Peni on the road. It was paid in notes. The payment, 14th February, £10 12s. 6d. was I believe made at the hotel. He came to the hotel on purpose."

The first sum of £10, referred to by Mr. Maney, is debited to Peni in Maney's ledger under date February 5, 1869. The £10 odd, referred to by him, no doubt corresponds with an item in the same account, February 14, £10 12s. 6d.

On my examining Peni on the subject of these alleged payments, he said, "I did not receive £10 cash on the same day as the sugar. I remember the trousers and the 'old Tom,' but no £10 of money. It is not forgetfulness on my part. I did not receive it." As to the item Feb. 14, £10 12s. 6d., he said, "I never received that cash. I recollect the 'glasses,' and the 'Geneva.' It is correct about the case of Geneva, £4 15s."

On looking at the account, I easily perceived that the two sums of £10 in dispute had been entered in the ledger after it had been posted from the day-book; and there being other items in the same line the extension had been in each case altered by prefixing the cypher "1" in the tens' place, in the pounds column, to the entry as originally posted. These alterations were proved by Maney's book-keeper to be in Maney's own hand-writing. In the *fac-simile* copy of the account these alterations are distinguished. I also observed another similar alteration, by the prefixing of the figure 1 in the tens' place, pounds' column, in the second set of items under date Feb. 26. These items were, as originally posted, correctly extended, amounting to £1 18s. The £1 18s. has been altered to £11 18s., without the addition of any item. Of the three alterations, increasing the debit entries £30, two would seem to have been made subsequently to March 18th, for opposite that date there is a marginal total of the account, which originally stood either £113 15s. 6d. or £115 15s. 6d.; and this has been increased by a palpable alteration to £135 15s. 6d. In the day-book, under date Feb. 14th, I found an entry in Mr. Maney's handwriting, "Cash, 12s. 6d.," which has been duly posted, and has afterwards been altered in the ledger to £10 12s. 6d. I should not have thought the non-appearance in the day-book of a cash payment at all surprising; but it seemed remarkable that 12s. 6d. should be entered there by Mr. Maney himself, and *only* 12s. 6d., on a day when £10 12s. 6d. was said to have been paid. I therefore asked for further explanation, and Mr. Maney replied that he had no distinct recollection of paying the £10 on February 14th.

Having reason to think that what I may term the normal price of the one-tenth shares in the block had been settled by the purchaser, in his own mind, at £120, and observing that Peni had obstinately stood out for £140, it occurred to me, that an underhand mode of reducing the actual payment might have been adopted as the easiest way of dealing with an unreasonable vendor. With this idea I turned to the account of another of the grantees, Te Meihana Takihi, who had exacted the price of £150 for his share. It was immediately apparent that an alteration to the amount of £10 had been made in this account subsequently to its original entry in the ledger. A balance of £3 14s. brought forward from the old ledger had been altered to £13 14s. In this case, also, a corresponding alteration had been made in a marginal addition from £255 6s., to £265 6s. On referring to the proper folio of the old ledger, I found that the original bringing forward of the balance as £3 14s. had been correct. According to the book-keeper, the alterations in Meihana's account were, as in Peni's case, in Maney's own hand-writing.

No explanation was attempted of the alteration under date February 26 in Peni's account; nor of the alteration of the balance brought forward in Meihana's case.

My opinion is that these accounts have been wilfully falsified; to the extent of £20, or possibly £30, in Peni's case, and of £10 in Meihana's case.

I did my best in other cases to detect any similar tampering with the books; but could find nothing like it. I am led to hope that these may be solitary exceptions to a course of fair dealing.

C. W. RICHMOND.