

1881.

NEW ZEALAND.

ALLEGED UNJUST DECISION OF RESIDENT MAGISTRATE'S
COURT, MANGONUI,IN THE CASE OF HUTCHISON *v* SUBRITZKY*Return to an Order of the House of Representatives, dated 25th August, 1881.*

“That there be laid before this House the Correspondence between the Minister of Justice and Mr. Thomas Ball, J.P., of Mangonui, respecting a charge of alleged injustice by Mr. J. A. Subritzky, of Awanui, suffered by him on a decision of the Resident Magistrate's Court at Mangonui, with a copy of the complaint.”—(*Mr. W. J. Hurst.*)

No. 1.

MR. J. A. SUBRITZKY to the Hon. the MINISTER OF JUSTICE.

SIR,—

Awanui, 8th June, 1881.

I have the honor to bring under your notice the particulars of a case of very great injustice that happened in Mangonui at the Court in which I was defendant. A whaleship was wrecked at the entrance of the Awanui River through the captain mistaking it for the entrance to the Harbour of Mangonui. I was in Auckland when the affair happened. Captain Gifford, of the whaler, engaged my son, who runs a small schooner between Awanui and Auckland, to go down to the wreck and render assistance. The captain and one of his officers and a boat's crew came up to the landing at the Awanui to meet the American Consular Agent (Mr. Wyles) who has a store at the Awanui. My wife and family treated the officer and his men with kindness in providing them with food and sleeping accommodation, when they would otherwise have been left out all night. When my son took his vessel down to the wreck, Captain Gifford, in the presence of three witnesses, told my son that he could have anything he found going adrift. My second son picked up some things and put them in my receiving store, where they were seen for some time by both Natives and Europeans. Messrs. Lane and Brown agreed with the captain to discharge the ship for half goods, one-third oil, and ship for £20. About three weeks after these things had been picked up, the constable from Mangonui came to my place and said he was searching for some goods that were missed from the whaleship. I told him I had some and how I came by them, and showed them to him. He then produced a search-warrant, and took possession of the goods. I was summoned to appear before the Court in Mangonui to answer to the charge as contained in the summons of “having unlawfully in my possession two coils of whale-line, part of a cask of pork, and part of a cask of butter,” and in the information it was “a cask of pork, a cask of butter, and cask of whale-line.” The constable who was the prosecutor wished to amend the information, but the Bench would not allow him. The case was tried before Messrs. J. Ball, R. Wyles, and J. L. Chapman, J.P.s. I objected to Mr. Wyles being on the Bench, and I consider I had good grounds to object. He is a rival storekeeper, and I have had to complain very much lately of the conduct of his storeman. He is also Consular Agent, and has acted as agent for Captain Gifford, and Captain Gifford had been an inmate of his house since he came from the wreck. The Bench would not allow my objections.

I asked leave of the Court to go out a few minutes, and they sent the constable after me as if I had been a criminal. The Bench tried in every way possible to convict me, and, by the questions they put to the witnesses for the prosecution, it was evident the Bench had talked the matter over with the witnesses before. The Court adjourned for an hour, and as I had been up all the previous night, and ridden thirty miles to attend the Court, I wished to go to the hotel for some refreshment. Mr. Ball, the Chairman of the Court, turned back and ordered the constable to take me in charge. This he refused to do. He then told him not to allow me out of his sight and take me in charge; and had it not been for the humanity of the constable, who gave me dinner in his own house, I should have been obliged to go without food.

By four witnesses I proved that they heard the captain say to my son that he could have anything he found going adrift. Could have got four more witnesses if wanted. The three witnesses for the prosecution were allowed to make statements, and ask questions, and converse with each other in Court, while I was not allowed to speak to my witnesses.

Altogether the Bench showed a most vindictive spirit, and in giving judgment this was shown. The judgment was as follows: “We find the case fully proved, and inflict the highest penalty the Court can inflict, £20, costs £2 17s, and for goods deficient £8 1s. 10½d.; and, if not paid within a reasonable time, six months' imprisonment with hard labour.”

There is one item in this, “for goods deficient £8 1s. 10½d.,” I wish particularly to call your attention to. In this sum there is included 5s. freight on the “Vixen.” This cutter belongs to Mr.

Wyles, and yet he sat on the beach and awarded himself 5s. for freight on his own vessel, and included it in "goods deficient" from the whaleship. The judgment was contrary to the evidence, and I can bring every one who was present in Court to prove that the Bench showed vindictiveness. I have always occupied a respectable position in the district, and never before was I charged with an offence in a Court. I would, therefore, most respectfully request you to make an inquiry into the case, and I am confident from the evidence the judgment will be in my favour.

I have, &c.,

J. A. SUBRITZKY

The Hon. the Minister of Justice, Wellington.

FORWARD the complaint to the convicting Justices for explanation and remarks.—THOMAS DICK.
16th July, 1881.

REFERRED to Mr. Ball.—R. G. FOUNTAIN. 18th July, 1881.

No. 2.

SUMMONS.

To John Anton Subritzky, of Awanui, in the Colony of New Zealand.

WHEREAS information hath been laid before the undersigned, one of Her Majesty's Justices of the Peace in and for the Colony of New Zealand, for that you, John Anton Subritzky, on the 26th day of April, at Awanui, in the colony aforesaid, unlawfully had in your possession certain goods—that is to say, two coils of whale-line, part of a cask of pork, and part of a keg of butter, belonging to the barque "Janus," cast on shore at the Awanui Heads, in the colony aforesaid, contrary to the 65th section of "The Larceny Act, 1867: This is to command you to appear on Friday, the 13th day of May, 1881, at eleven o'clock in the forenoon, at the Resident Magistrate's Court, Mangonui, before such Justices of the Peace as may then be there, to answer to the said information and to be further dealt with according to law

Given under my hand this 5th day of May 1881, at Mangonui aforesaid.

ROBERT WYLES, J.P

No. 3.

Mr. JOHN LUNDON, M.H.R., to the Hon. the MINISTER of JUSTICE.

SIR,—

8th July, 1881.

I can vouch for the correctness of Mr. Subritzky's letter, for I happened to be in his store a week or ten days previous to the warrant being issued, and saw the goods there. Mr. Subritzky pointed out the articles to me, and related how Captain Gifford had told his (Subritzky's) son to take any of the floating wreckage he might find of use to him (Subritzky). I was in Mangonui after the hearing of the case, and it was the universal cry "that a great injustice had been done to Mr. Subritzky. In the interests of justice, I venture to suggest that you cause an inquiry into this case. Mr. Subritzky is held in high esteem in the district, and is connected by marriage with the families of the Rev Messrs. Matthews and Puckey. In the event of an inquiry being held, I beg to suggest the names of Messrs. Clendon and Spencer von Stürmer (Magistrates of Bay of Islands and Hokianga respectively) as Commissioners.

I have, &c.,

The Hon. the Minister of Justice, Wellington.

JOHN LUNDON.

No. 4.

Mr. J BALL to the Hon. the MINISTER of JUSTICE.

SIR,—

Mangonui, 2nd August, 1881.

I have the honor, in answer to the charge of injustice made by Mr. J. A. Subritzky against the Bench of Justices sitting at Mangonui, to remark that this complaint in origin and execution is the work of Mr. R. M. Houston, and the key to this action will be found in my reply to another charge by the said gentleman, and transmitted to me by letter bearing date the 17th November, 1880. In my answer I predicted that, as it was not the first, so it would not be the last, unless the existing order of official relations were disturbed. In addition to this operation, I am informed that a petition referring to this matter has been presented to the House of Representatives, the purport of which has not come to my knowledge; and, further, I am served with a notice of action in the Supreme Court, attaching a claim of £500 damages for alleged false imprisonment.

As to the merits of the case, I have herewith forwarded a certified copy of depositions which I obtained for the purposes of the threatened action, and which you will please to return to me when considered, for my future use.

A few remarks, however, may be necessary. Mr. Subritzky fails to state that Mr. Houston, who is also a rival storekeeper, was at the scene of the catastrophe in company with Mr. Kelly, of the Customs, and the constable, on the lookout for himself, long before Mr. Wyles, who was there to assist and advise.

Captain Gifford distinctly denies having given permission to any one to appropriate any portion of the goods, which denial, being incapable of proof, must be estimated by character and probabilities, and weighed against the discrepancies and inconsistencies of witnesses on the part of the defence. Admitting, however, the alleged permission, the goods recovered could never have been found or taken in the condition attached, as the depositions and subsequent findings place beyond dispute. In proof

of the cask of pork having left the vessel full, access to the contents was obtained by the crude operation of chopping a hole in the belly of the cask. The keg of butter could only have been one of a number contained in a larger cask. One of the coils of whale line was identified as certainly having been taken off the ship.

The complaint of being "given in charge" I deny to have been other or greater than the necessary precautions provided in "The Justices of the Peace Act, 1866," clause 19; and, having examined the constable on this point, he states that he understood his instructions to be that he was to prevent intercourse betwixt the defendant and his witnesses.

My emphatic answer to the charge of injustice is, that the offender suffered no injustice, and was told in delivering judgment that he might consider himself very fortunate in the proceedings having taken so mild a form; that the Bench considered the offence one of great gravity, and under a different process would have subjected him to much more serious consequences: he might possibly think he had a right to retain the goods, but ought to have known better ("Known better!" ejaculated the offender.) The Bench therefore inflicted the highest penalty provided by the Act under which the proceedings were taken.

The charge for deficiency was calculated on packages actually recovered, for the missing portions of which he was clearly accountable. The paltry allusion to 5s. charge for freight was expense incurred by the constable in discharge of his duty.

A significant incident arising out of this matter is the case of a Native who took out a summons against one of Subritzky's sons for the recovery of the sum of £5 for the use of a canoe at the wreck. This Native was cajoled into the belief that his case would be satisfactorily settled without his appearance, who was consequently mulcted in expense.

In answer to Mr. Subritzky's boasted innocence, I have obtained a summary of cases in which he has appeared as plaintiff or defendant before the Resident Magistrate's or Petty Sessions Courts holden at Mangonui since the 8th day of April, 1879. The cases are eighteen in number, in one of which he stands charged with violent assault, and in a second case of assault he appears in a very equivocal position as plaintiff.

The goods recovered form but a small part of the plunder which was committed, and I am apprehensive that the officers of the Court are not free from blame for laxity and delay, as well as for the manner in which the proceedings were initiated. No copy of "The Shipping Act, 1877," was found to be in the Court on the occasion of the hearing. Under that Act the case should, in my opinion, have been initiated and conducted.

Waiting the result of your deliberations,

I have, &c.,

THOS. BALL.

The Hon. the Minister of Justice, Wellington.

No. 5.

INFORMATION laid by Constable HUTCHISON.

THE information of Joshua Hutchison, constable, in the District of Mangonui, who cometh before me, the undersigned, one of Her Majesty's Justices of the Peace in and for the Colony of New Zealand, this 25th day of April, 1881, and informeth me upon oath that he hath just cause to suspect, and doth suspect, that John Anton Subritzky, of Awanui, within the space of one month last past, to wit, on or about the 10th day of April, 1881, at Awanui, in the colony aforesaid, unlawfully had in his possession certain goods—that is to say, 1 full tub of whale-line, 1 half-tub of whale-line, 1 cask of butter containing 5 kegs, 1 case of whale-line containing 3 coils, 1 boat-sail, and a quantity of salt pork—belonging to a certain vessel cast on shore at Awanui Heads, in the Colony of New Zealand, contrary to the form of the statute in such case made and provided.

JOSHUA HUTCHISON.

Taken and sworn before me on the day and year first above written, at Mangonui, in the provincial district aforesaid.

ROBERT WYLES, J.P.

No. 6.

SEARCH WARRANT.

To Joshua Hutchison, Constable.

WHEREAS it appears to me, Robert Wyles, Esquire, Justice of the Peace, at Mangonui, by the information on oath of Joshua Hutchison, constable, of Mangonui, in the colony aforesaid, that he hath probable cause to suspect that the following goods—to wit, 1 full tub of whale-line, 1 half-tub of whale-line, 1 cask of butter containing 5 kegs, 1 case whale-line containing 3 coils, 1 boat-sail, and a quantity of salt pork—have, within the month of April, 1881, been feloniously stolen, taken, and carried away at Awanui, in the colony aforesaid, and that the said Joshua Hutchison hath probable cause to suspect and doth suspect that the said goods or part thereof are concealed in the dwelling-house in the occupation of John Anton Subritzky, situate at Awanui, in the said colony: This is therefore to authorize and require you, in Her Majesty's name, forthwith, with necessary and proper assistants, to enter in the daytime in the said dwelling-house in the occupation of the said John Anton Subritzky, and there diligently to search for the said goods; and, if the same or any part thereof shall be found upon such search, that you bring the said goods so found before me, to be disposed of and dealt with according to law.

Given under my hand at Mangonui, in the said colony, the 25th day of April, 1881.

ROBERT WYLES, J.P.

No. 7

RESIDENT MAGISTRATE'S COURT, MANGONUI.—13th MAY, 1881.

[Before Thomas Ball, Esq., R. Wyles, Esq., and J. L. Chapman, Esq., J.P.s.]

Joshua Hutchison v. John Anton Subritzky.

THE defendant appeared on a summons issued by Robert Wyles, Esq., J.P., charging him with having unlawfully in his possession certain goods belonging to the barque "Janus," stranded at Awanui Heads, and pleaded not guilty

Joshua Hutchison, constable, sworn, states: During the early part of the month of April I received information from Messrs. Lane and Brown, also from Captain Gifford, that they had lost certain goods from the barque "Janus," wrecked at Awanui Heads, which they believed were unlawfully taken from the wreck against their wishes. I laid the information just read to the Court, and obtained a search-warrant (produced). I proceeded to Awanui on the 26th April. I met the defendant, Mr. Subritzky. I told him I had come to look after goods supposed to belong to the barque "Janus." He said, "I have some goods here. Come along and I will show you." I went with him to a large building about two hundred yards from his dwelling-house. He said, "Here is what I have got." He showed me a large cask about three-quarters full of pork. He showed me two coils of whale-line in the same house. He said, "Now I have a cask with some butter in it at my own house, which I will show you." I went to his house, and in his store he pointed out to me the cask now before the Court, with the same quantity of butter in that there is now. I told him I had a search-warrant, and would have to take charge of the things on behalf of the owners. He said, "Very well. I will claim salvage on them for my trouble." I took charge and had them shipped to Mangonui. The whale-line now before the Court is the same that I seized. I shipped it by the cutter "Vixen." The cask of pork is in the Customhouse. There were two coils of rope and a cask of butter. The other coil of rope is in the Customhouse. I have not recovered all the goods in the information, but a portion of them on the defendant's premises.

William D. Gifford, sworn, states: I was master of the barque "Janus," wrecked at Awanui Heads on the 22nd March last. I lost some goods from the vessel after the wreck. I do not know how I lost them, but they went some way or other; they were unlawfully taken away without permission. I lost a quantity of meat in casks, several casks containing three or four barrels each; two casks of butter containing four small casks, 400 lb. each large cask; several casks of whale-line, also several tubs of whale-line. I have seen some of the goods since; I saw them in the Customhouse as mine. I identify the goods before the Court as mine; there are two marks on the whale-line by which I identify it, which I put on myself. There is no particular mark on the butter: it corresponds with all my other butter. I never abandoned the wreck. I made an effort to save the cargo. I employed Messrs. Lane and Brown; previous to this I made efforts by my own men. Messrs. Lane and Brown were not sent for; they made their own appearance. I employed Lane and Brown under contract; they received one-third of oil and one-half of all stores and effects saved; they were joint owners from this moment. Some of the goods were landed on shore, some put on board the "Medora"—Mr. Subritzky is the owner—the steamer "Iona," and the cutter "Vixen." Messrs. Lane and Brown had a steam-launch and boats belonging to the ship. Goods landed or sent on shore were not under any one's special care. I do not know the date when I first missed the goods; it was about three weeks ago. There was a considerable quantity of goods lying on the beach, over and above what was put into the vessels. I made no contract by gift or any other way for any one else to take these goods. All goods landed were out of tideway. After the ship broke up goods shifted ashore, but these goods could not have drifted ashore. Up to the time these goods were taken the ship had not broken up. I suppose the cask of pork and butter to have been full; the cask of pork is now about half full; the value of the pork is 3½d. per lb., there were 950 lb. in the cask. The butter was 100 lb. originally. I value it at 9d.; there is about 90 lb. missing. There is about 400 lb. in both coils of rope: this is worth 10d. per lb. I have seen no other parts of the lost property since.

William Brown, sworn, states: I am a shipwright, of the firm of Lane and Brown, residing at Whangaroa. I heard of the wreck through Topi, of the "Vixen:" he was there for timber. I left Whangaroa on the following Monday, and reached the wreck about 8 o'clock on Monday night; went on board on Tuesday morning; took survey of position; came ashore; made Captain Gifford an offer to discharge the ship. The offer was this: I was to have one-third of the oil saved, one-half of the stores saved, and the hull of the ship, £20. We were to pay all expenses. The offer was accepted. I engaged all the officers of the ship, also the "Medora," to take away cargo as I got it out of the ship. I chartered the "Medora." We filled the "Medora" up with a miscellaneous cargo. She remained there for several days after she was filled up. I do not know the reason for stopping. She went a little further up the river. I made arrangements with Ludolph Subritzky the goods were to be sent to Whangaroa. After the vessel was loaded or ready to sail on Friday evening she remained until Sunday. She could not have got out on Saturday. After she was loaded she did not come alongside the wreck. On the Saturday night and Sunday it blew hard, and the "Janus" broke up. A good deal of the cargo went up the river. The cargo was in casks; the casks were low in the water. I could not tell what were in the casks. I know the meat would not go out of the ship—it would sink; butter would float. After the contract we become joint owners of the property. After the ship broke up we lost about half of the property. We lost two casks of butter. I learn from those who know about it that the casks of butter contained about three kegs in one and four in the other, each containing about 100 lb. I identify the rope now before the Court as a portion of my property, also that at the Customhouse. We missed a tub and a half of whale-line from the ship on Thursday night. There was no one on board at the time; it was taken during the night. Half the coil was in use; I was the last person to use it; it was missing in the morning. All the other line was down below in the hold. I slept on shore that night in a tent with the men. The "Medora" was the only vessel lying there at the time. The "Medora" was three-quarters of a mile up the river from the wreck at the time.

There were other packages of goods we obtained after she broke up; we gathered them from the beach opposite the wreck. We marked all casks, and left them where they were lying.

By witness Lane, by leave of the Bench: I went for the goods next morning, and found one of the casks had been broken open and all the flour taken out. There was 1,100 lb. in the cask. I should have judged that the packages that went up the river, if they had come back again, would have gone on the beach—the Ohora beach—because the wind was blowing on to the shore. I identify the keg of butter as the same as that obtained from the ship. The pork in the Customs I also identify: it could not have floated out of the ship.

Thomas Mair Lane, sworn, states: I am of the firm of Lane and Brown. In consequence of a telegram received from Mr. Brown I chartered the "Iona," and proceeded to the wreck. The following morning we commenced to take things out of the wreck and put them on board the "Iona." We used a piece of whale-line, about half a coil. When we had done with it it was left on board the "Janus," on the house. There was also a tub of line on the tryworks. I am sure it was there. I took off the cover and looked at it. I only judge it was about half a line. The following morning, when I went alongside, the whale-line was all gone, both lots. One of the ship's boats had been left at the "Medora's" stern that night; in the morning the boat was all smothered in tar. The can of tar was on board the wreck; the tar had been capsized on board the wreck, and the tracks were on the "Medora" and the wreck. I asked Ludolph Subritzky if he knew anything about it—in fact where the rope had gone to; he said he knew nothing about it. He went to his vessel and got a piece of rope. That night there were a number of Maoris about the vessel, passing backwards and forwards from the "Medora." The ship broke up on Sunday, and a quantity of casks floated out of her. Tow-line and butter would float: according to the captain's books we are several casks short of each. Pork would sink: we have since recovered five casks from the bottom. Mr. Subritzky sent a message to us to say that he had some copper bolts which he got from the wreck, which we could have on application. I have since received a letter from Mr. Subritzky saying that the captain had given him permission to take the goods from the wreck: this was since the goods were seized. I cannot identify the goods, but they are exactly the same as those missing. I am satisfied they are a portion of the missing goods. When we left the wreck we left a half-caste named Wi Kanara in charge, and promised to pay him for anything he got ashore in the meantime. He is the only person we gave any authority to to remove things from the wreck.

Statement by Defendant.

J. A. Subritzky states: I was away at Auckland when these things came to my house. If I had had them unlawfully in my possession I might have had them put away, as Mr. Shannon told me some days before that the policeman was coming with a warrant to seize things belonging to the wreck. If I had considered that they did not belong to my sons or me I could have put them away. The policeman was told by Mr. Shannon to tell me that Mr. Shannon had told me that the warrants were out. I am in a position to prove that the captain gave my sons all that they could pick up.

Ludolph Subritzky, sworn, states: Captain Gifford gave me permission to keep all the things I could pick up. This was before Mr. Brown bought the wreck. I first spoke to the captain at our house. He told me I had better go down with the vessel, and if there was any chance of getting anything he would give me the first offer. He talked of chartering the vessel. Wi Kanara, Himiona, Hone Torewa, Charlie, and myself were on board. The captain met us half-way down the river. My brother John was in the boat with the captain. The captain came on board. He went down in the cabin. We made arrangements about the freight to Mangonui. After this, in the evening at the tent, the captain said, "Between you and me, all the things you can pick up you can have." The charter fell through. I did not pick anything up.

John William Subritzky, sworn, states: I heard the captain say to my brother that "Anything you find adrift, between you and me, you can pick up and keep it." This conversation occurred at the tent. This was on a Monday, and it was the first time I was at the wreck. I did not understand that anything picked up was to be divided with the captain. I am not certain—yes, it was before the agreement was made with Lane and Brown. Plenty of goods were thrown overboard. I was told so. I picked them up—some of them. I picked up some rope in the tide. This is the rope in the Court. I picked it up up the harbour about a mile from the wreck. It was in a cask—a good-sized cask. There were two pieces. I did not take it out of the cask. I picked up a cask of pork about six miles away from the wreck, close to Mangatete River. The cask of pork was not full. There was a hole chopped in the cask. The cask was not afloat when I found it, but it would float at high water. I think I picked up the pork after I picked up the line. Some Natives saw the pork, and wanted to claim it. I can bring two witnesses to prove it if the case can be adjourned. I do not think any one could carry the cask to where it was if full. After we found it we went and got a canoe. It was about half a mile away from the cask of pork. We took the pork out of the cask, and two of us had as much as we could do to get the empty cask in.

Rechana Whare, sworn, states that he heard the captain say to Ludolph Subritzky that "If you see anything lying on the beach you can pick it up." A lot of other Natives heard the captain say so. He said this outside of his tent. There were present when the conversation took place Himiona, Hone Torewa, and Henare Tumataiti. The Subritzkys were standing at the door of the tent when the conversation took place.

Henare Ngaro states: I am the sailing-master of the "Medora." [No evidence, only hearsay.]

Charles Stirling, sworn, states: I am a hand on board the schooner "Medora." I heard the captain say to Ludolph that there were five or seven cases went up the river—he could have them if he could get them. I was aft, lying down. I was sea-sick. The "Medora" was on her way to Mangonui and Whangaroa. The conversation took place on Sunday morning. I think it was after Lane and Brown bought in. The things on board belonged to Lane and Brown.

Ludolph Subritzky, recalled, states: On the "Medora" coming round to Mangonui the captain

told me I could have the spanker-boom. I picked up some gear on the Hump, at Awanui. I gave it at Whangaroa for a cannon.

William D. Gifford recalled, states that the rope now in Court never left the wreck in a headed-up cask.

					£	s.	d.
Deficiency in butter	..	...	..	..	3	0	0
Deficiency in pork	...	...	...	...	14	14	10 $\frac{1}{2}$
Freight and portage	...	..	...	..	0	7	0
Fine	...	..	...	...	20	0	0
Costs	...	...	...	...	2	17	0

Judgment: Fine, £20; costs, £2 17s.; and restitution of goods seized and payment of deficiency as above, £18 1s. 10 $\frac{1}{2}$ d.: or six months' imprisonment with hard labour.

THOMAS BALL, J.P.
ROBERT WYLES, J.P.
J. L. CHAPMAN

The foregoing depositions, written on eleven sheets of paper, numbered consecutively from 1 to 11, are true copies of all depositions taken in the case Joshua Hutchison v. John Anton Subritzky, heard on the 13th day of May, 1881, at the Resident Magistrate's Court, Mangonui, before Thomas Ball, Robert Wyles, and James Leslie Chapman, Esqs., Justices of the Peace.

GEO. KELLY,
Clerk, R.M. Court.

11th July, 1881.

ORDER OF COURT.

BE it remembered that, on the 25th day of April, 1881, complaint was made before Robert Wyles, Esq., one of Her Majesty's Justices of the Peace for the said colony, by Joshua Hutchison, constable, for that John Anton Subritzky, of Awanui, had had unlawfully in his possession certain goods—that is to say, two coils of whale-line, part of a cask of pork, and part of a keg of butter—belonging to the barque "Janus," cast on shore at Awanui Heads, in the Colony of New Zealand aforesaid. And now, at this day, to wit, on the 13th May, 1881, at Mangonui, the undersigned, three of Her Majesty's Justices of the Peace in and for the said colony, having heard the matter of the said complaint, do adjudge the said John Anton Subritzky to forfeit and pay the sum of £20, and a further sum of £18 1s. 10 $\frac{1}{2}$ d. in payment of deficiency of goods unlawfully deficient, together with the sum of £2 17s. costs; and if, upon a copy of a minute of this order being duly served upon the said John Anton Subritzky, he shall neglect or refuse to obey the same, in that case we adjudge the said John Anton Subritzky, for such his disobedience, to be imprisoned in the common gaol at Auckland, in the said provincial district, there to be kept to hard labour for the space of six months, unless the said order be sooner obeyed.

Given under our hands this 13th day of May, in the year 1881, at Mongonui, in the province aforesaid.

THOS. BALL, J.P.
ROBERT WYLES.
J. L. CHAPMAN.