

On the 28th September, 1892, Harries and the Penrhyn people were before me, and I heard what they had to say on both sides. Harries said he held an agreement. I asked him to show it, but he did not. Harries further said that the "Norval," which was the name of the vessel bought for them, would be here soon.

The case as stated by the natives before me was this:—

When Harries came to Penrhyn in May, 1892, he was master of the schooner "Torea," belonging to Donald and Edenborough. He bought pearlshell for Donald and Edenborough, but had not then the money to pay for it, so he gave the natives written papers to say that he would pay when he came next time. Harries knew that they wanted to buy a vessel, so he proposed to buy one for them in Auckland. They agreed to this, but on condition that they were to judge for themselves whether she was good or not when she came. This was in June, 1892. The next thing was that Harries came to Penrhyn in September, as supercargo of the schooner "Goldfinch," another vessel belonging to Donald and Edenborough. Then he told them he had bought the "Norval" in Auckland, and that by that time she must be lying at Rarotonga. Upon this the natives went with him in the "Goldfinch," and gave him \$2,031 in cash, and pearlshell to the value of \$700, or thereabout. They said this money was theirs until they saw the new vessel and approved her; but Harries denied this. He showed (at the foot of the receipt he had given to the natives, and which they had produced to me) that there was a note saying, "This money is paid on account of the schooner 'Norval,' the balance to be paid on arrival." The natives declared that Harries had not told them this was on the receipt; that the receipt was in English, which they did not understand; and that Harries gave it to them without any explanation of its contents.

I, the Judge, having heard all this, and much more that they had to say on both sides, seeing that the vessel was not here, and that there was nothing to show she would come, or was bought at all, and that the Omoka Government was willing to pay \$1,600 for the debts of the natives to Donald and Edenborough, decided that Harries should pay back the balance of \$2,000, as the Omoka people demanded. This was on Wednesday, the 28th September, 1892.

Then Harries said he had paid all the money to Donald and Edenborough for the new ship, and it was now in their hands.

The natives left the Court to go to Donald and Edenborough, with an order from me to pay them \$2,000 out of the money left by Harries with Donald and Edenborough, as that money was the property of the natives of Omoka. Next day they returned and said Donald and Edenborough's clerk told them that Exham, the manager, was away at Aitutaki, and that he did not know anything about the money, and could do nothing till Exham returned.

When they came back and told me this, I said, "Go to Moss, the British Resident." By-and-by they came to me again. Moss and Harries were then with them. Moss said that Edenborough would be in Rarotonga, from Aitutaki, by the "Richmond," in two or three days. Therefore it would be better to wait and hear what Edenborough had to tell about the vessel bought in Auckland, and when she would be here. To this I agreed.

It was at that time, and in the presence of Mr. Moss and the natives, that Harries produced an agreement, which the natives had denied giving. It was as follows:—

"Mangarongaro, 4th June, 1892.

"This is an agreement between us, the Government of Mangarongaro, and Harries, ship-master. This is what we make known to you: You buy us a vessel from Auckland. The price that we wish to pay for a vessel, if it be a good one, is \$4,000 (four thousand dollars). You look well for one, as you know what we desire.

"FROM THE GOVERNMENT OF MANGARONGARO."

Then the Penrhyn natives were very angry. Banaba (one of them) said that he had written the words, "From the Government of Mangarongaro" to that paper, but he did not know what was in it, and signed on board the "Goldfinch," only six days before, because Harries, whom he then trusted, told him it was all right, and asked him to do so.

When I heard this, I asked Harries, "Was that signed, as Banaba says, only six days ago, on the 23rd September, on board the 'Goldfinch,' in Rarotonga, while on the top there is written Mangarongaro, 4th June?" Harries said this was true, which made me think the more that I was right in deciding as I had done.

Finally came Edenborough, in the "Richmond," and said the vessel was bought for the natives in Auckland, and might be in Rarotonga any day, as she was on the way. This was on the 3rd October. So on that day I wrote to Donald and Edenborough, and told them not to let the money leave Rarotonga until it was settled who it belonged to. Soon after this the natives left in the "Te Uira," from Rarotonga, for Penrhyn, and I have heard nothing more about it since.

TEPOU O TE RANGI.

I certify the above to be a correct translation.—HENRY NICHOLAS, Interpreter.

COPIES OF PAPERS (ORIGINALS IN ENGLISH), AND TRANSLATION OF A MAORI LETTER FROM TAU-TAITINI, DATED 15TH SEPTEMBER, 1892, PRODUCED IN EVIDENCE BY THE PENRHYN NATIVES BEFORE JUDGE TEPOU.

(Undated.)

RECEIVED from Penrhyn natives 3,658 shell, at 15c., \$548.70; 1,487 shell, at 15c., \$223.05: total, \$771.75.

THOS. HARRIES.

Joe.

Penrhyn Island, 1st June, 1892.

I owe you one hundred and seventy-five dollars, balance of payment on shell.

(\$170.00.)

THOS. HARRIES, pp. Donald and Edenborough.