

1893.
NEW ZEALAND.

PACIFIC ISLANDS

(CORRESPONDENCE RELATING TO THE).

Presented to both Houses of the General Assembly by Command of His Excellency.

DESPATCHES RESPECTING ISSUE OF LABOUR LICENSE TO MR. JOHN ARUNDEL FOR THE
SCHOONER "IVANHOE."

No. 1.

Sir J. PRENDERGAST to Lord KNUTSFORD.

(No. 18.)

MY LORD,—

Government House, Wellington, 16th May, 1892.

I have the honour to lay before you a copy of a letter addressed to me by Mr. John Arundel relative to the declining by Ministers here to advise me as to the grant of a license under the Imperial Acts entitled the Pacific Islanders' Protection Acts, 1872 and 1875, for Mr. Arundel's vessel. Attached to Mr. Arundel's letter is a copy of the letter referred to by him.

2. I also enclose a copy of a memorandum by Mr. Ballance (the Prime Minister) on the same subject, and copies of the "minutes" referred to by Mr. Ballance.

3. As I was of opinion that the matter was not one of purely local concern, and that Mr. Arundel would have, from the fact of want of sufficient notice of the views of Ministers here, a good ground of complaint if a license were refused to him for that reason, I exercised the powers conferred on me by the Acts referred to, though I was without the advice of Ministers.

4. There is also enclosed a copy of the license granted, which was prepared by the officers of Customs here, and is, I am informed by the Chief Officer of Customs, in the usual form.

5. So long as Ministers here permit the Customs officers to make the necessary inquiries and to perform the duties in relation to the granting of such licenses, I see no inconvenience likely to arise from the absence of Ministerial responsibility in the matter.

I have, &c.,

J. PRENDERGAST.

The Right Hon. the Lord Knutsford, G.C.M.G., &c., the Colonial Office, London, S.W.

Enclosure No. 1.

Mr. J. T. ARUNDEL to Sir J. PRENDERGAST.

SIR,—

Empire Hotel, Wellington, 29th April, 1892.

As promised verbally this morning, I beg to put before your Excellency the grounds on which, I submit, you would be justified in issuing the labour license of the schooner "Ivanhoe," which are as follows:—

The license has been applied for in the usual manner through the Collector of Customs, Auckland; the bonds signed by the captain, and also by one of the oldest, wealthiest, and most respected citizens of Auckland; and everything required by "The Pacific Islanders' Protection Act, 1872," has been complied with: and under previous Administrations no objections would have been offered, as I have continually obtained licenses from Sir William Jervois and Lord Onslow under similar circumstances.

The Premier (Mr. Ballance), however, informs me that the New Zealand Government declines to advise the issue of any labour licenses whatever on account of their opposition to the labour traffic in general, and, in consequence, the license has not been placed before your Excellency for signature.

This places me in the following unpleasant position: The "Ivanhoe" is now on her way to Tahiti to meet me, and I leave by the "Takapuna" at 5 p.m. to join the s.s. "Richmond," leaving Auckland on Tuesday afternoon for Tahiti also. On my arrival there the schooner will be employed in changing the natives employed on the various islands of which we hold leases from the Imperial Government, one of which I signed in your Excellency's presence only last week. The penalty for a vessel carrying natives without a license is, I believe, very heavy, but as the "Ivanhoe" is chartered at heavy expense (£152 per month), and my time is also very valuable, she must carry out the intention for which she was chartered.

1—A. 5.

Should any unpleasant results follow I must throw all the responsibility on your Excellency and your Advisers, as I respectfully submit that I have done all that can be done, and all that I am required to do by Act of Parliament, and the difficulty only arises from the peculiar views held by Mr. Ballance and his Cabinet on the labour question—a question with which, I submit, he has nothing whatever to do in the present case, the Pacific Ocean not being within his jurisdiction, and the advice of a Governor's Responsible Advisers on a question of principle not being required by the Act.

I trust, however, on giving the matter the careful consideration that you kindly promised me this morning, that your Excellency will sign the license without the recommendation of your Advisers, the matter being purely an Imperial question, and seeing that the recommendation is withheld on general principles and not on personal grounds; and, if it is forwarded to the Collector of Customs, Auckland, by the mail leaving here by the "Te Anau" to-morrow (Saturday) afternoon, it is just possible it may reach me before I leave by the "Richmond."

I propose to bring the whole matter before Lord Knutsford and the High Commissioner for the Western Pacific, in order that the point now for the first time raised by the Executive Government of New Zealand shall be decided; and, should the license not arrive in Auckland before I leave in the "Richmond" on Tuesday afternoon, shall for my own protection, in case of eventualities arising, also cable to Lord Knutsford that I am free from all responsibility for the vessel sailing without the said authority, the requirements of the Act not having been complied with on the part of the Governor of New Zealand, while they have been fully carried out on mine.

I beg to hand you at foot copy of a letter from Lord Knutsford, dated the 10th October, 1890, by which you will see that the Imperial Government does not want any needless difficulties thrown in the way of the carrying-out of the Act.

Apologizing for trespassing on your time with so long a letter,

To His Excellency Sir James Prendergast, K.C.M.G.,
Acting Governor of New Zealand.

I have, &c.,

JOHN T. ARUNDEL.

Sub-enclosure.

[Copy of Letter from Lord Knutsford to John T. Arundel.]

SIR,—

Downing Street, 10th October, 1890.

I am directed by Lord Knutsford to acknowledge the receipt of your letter of the 29th May last, written from Auckland, respecting the difficulties attendant on the procuring of licenses under "The Pacific Islanders' Protection Act, 1872."

His Lordship has communicated your letter to the Governors of the colonies specially concerned in the matter (New South Wales, New Zealand, Queensland, and Fiji), and has no doubt that your representations as to the inconvenience caused by delays in issuing licenses will receive all due attention.

I am to observe that the Act of 1872 requires any British vessel carrying native labourers to take out a license, and it appears to be immaterial whether they are being carried from or to their native island.

The license required by the Act can only be issued by a Governor or a consular officer, and a Deputy Commissioner could not be authorised to take upon himself this function.

J. T. Arundel, Esq.

I am, &c.,

R. H. MEADE.

Enclosure No. 2.

MEMORANDUM for His Excellency the ADMINISTRATOR of the GOVERNMENT.

I HAVE the honour to forward to your Excellency an application from Mr. J. T. Arundel for a license to be granted to his schooner "Ivanhoe" to carry natives in the South Sea Islands.

Your Excellency has power to grant this license, if you should think fit, on being satisfied that bond has been given by the master and one surety (see the Pacific Islanders' Protection Acts, 1872 and 1875 (Imperial): *New Zealand Gazette*, 1875, page 801).

I would, however, draw your Excellency's attention to an interchange of minutes, in 1887, between Sir Julius Vogel, then Commissioner of Customs, and Sir W. Jervois (these minutes will be found on Customs Record C. 1887/180, herewith), relating to an application similar to that now made.

Your Excellency will observe that Sir W. Jervois laid down the principle that the Government should advise whether or not a license should be granted in any particular case.

It being thus my duty to deal with the present application, I have the honour to state that I cannot advise your Excellency to grant a license for Mr. Arundel's vessel. My inability to do so does not arise from any personal considerations so far as that gentleman is concerned, or from any defect in the vessel or her master, but solely on grounds of policy, my Government being opposed to the labour traffic in the South Seas.

I must therefore leave the matter in your Excellency's hands.

Wellington, 30th April, 1892.

J. BALLANCE,
Commissioner of Trade and Customs.

Sub-enclosures.

UPON an Application from Mr. J. T. Arundel for a License to carry Native Labourers in the "Olive."

To His Excellency the Governor.

As I cannot urge any objection to this application, it is cast upon me by the Imperial Act and by constitutional relations to recommend you to grant the license. At the same time I must point out to your Excellency that the application is recommended on very slender grounds, that there is no power in this Government to see that it is worthily exercised, and that licenses of the kind may be made the cloak for improper practices instead of a means of preventing them. I think your Excellency should represent this opinion to the Secretary of State.

22nd March, 1887.

JULIUS VOGEL.

To the Hon. the Commissioner of Customs.

In the minute addressed to you on the 21st instant by Mr. Seed, the permanent Secretary of the Customs Department, Mr. Seed gives several reasons why it appears that there is no objection to the granting of the license asked for. Moreover, you state that you "cannot urge any objection to this application." I have therefore signed the license.

As regards the general question of granting applications for licenses of this description coming from citizens connected with New Zealand, it is to be observed that the officers of the Government of New Zealand are alone in a position to investigate the circumstances connected with such applications. It therefore necessarily becomes the duty of that Government to make all possible inquiries in each particular case, and, having done so, to advise whether there is any reason why an application for a license should or should not be granted. If any doubt exists as to the propriety of granting any particular application, I presume the Government would advise that the license should be refused.

It is true that the Government of New Zealand has no power to see that the license, if granted, is worthily exercised; but this circumstance cannot be held to absolve that Government from forming a judgment on matters which the officers under their orders are alone in a position to investigate and advise accordingly.

I have no objection to forward the question to the Secretary of State, but, before I decide on doing so, I shall be glad if the Government will consider further whether any useful object can be gained thereby.

Dunedin, N.Z., 28th March, 1887.

WM. F. DRUMMOND JERVOIS.

No. 2.

Lord KNUTSFORD to the Right Hon. the Earl of GLASGOW.

(New Zealand.—No. 36.)

MY LORD,—

Downing Street, 10th August, 1892.

I have the honour to acknowledge the receipt of Sir J. Prendergast's despatch No. 18, of the 16th May, with its enclosures, relating to the grant of a license, under "The Pacific Islanders' Protection Act, 1872," to the schooner "Ivanhoe," belonging to Mr. John Arundel.

As Mr. Ballance, although objecting generally to the issue of licenses under the Act, left the matter in the hands of the Officer Administering the Government, the course taken by Sir J. Prendergast was, in my opinion, the proper one in this case; but I need hardly point out that strict inquiry should in all cases be made before a license is granted.

You will shortly receive a circular despatch, which I am addressing to the Governors of the Australasian Colonies, sending copies of a correspondence which has taken place with Mr. Arundel on this subject.

I have, &c.,

KNUTSFORD.

Governor the Right Hon. the Earl of Glasgow, G.C.M.G., &c.

No. 3.

Lord KNUTSFORD to the Right Hon. the Earl of GLASGOW.

(New Zealand.—No. 37.)

MY LORD,—

Downing Street, 17th August, 1892.

I have the honour to transmit to you herewith, for your information and for that of your Government, the enclosed copies of a correspondence which has taken place between Mr. Arundel and this department, connected with the subject of issue of labour licenses by the Governors of the Australasian Colonies under "The Pacific Islanders' Protection Act, 1872."

I have, &c.,

KNUTSFORD.

Governor the Right Hon. the Earl of Glasgow, G.C.M.G., &c.

Enclosures.

Mr. JOHN T. ARUNDEL to Lord KNUTSFORD.

MY LORD,—

Auckland, 9th May, 1892.

Referring to previous correspondence on the subject of labour licenses in the South Pacific required by "The Pacific Islanders' Protection Act, 1872," I beg to bring before your Lordship a fresh development in regard to the present Executive Government of New Zealand, which has

caused me considerable inconvenience, loss of time, and annoyance; and from the tenor of your letter of the 10th October, 1890, advising that you had communicated with the Governors of New South Wales, New Zealand, Queensland, and Fiji, I feel sure that it is not the wish of Her Majesty's Government that such delays and inconveniences should be thrown in the way of merchants like ourselves carrying on extensive operations in the South Pacific.

I beg to enclose copy of letter I had occasion to address to His Excellency the Acting Governor of New Zealand on the 29th April last, and have much pleasure in informing you that the license required by the schooner "Ivanhoe" was received by me on the 3rd instant; and, as my steamer for Tahiti has been unexpectedly delayed, I am able to take it with me, and thus prevent any of the pains and penalties which might have been incurred had the schooner prosecuted her voyage without the said authority, responsibility for which I should have laid on the Acting Governor of New Zealand, and also by cablegram on your Lordship as head of the Colonial Office.

I would, however, respectfully point out to your Lordship that the position taken up by Mr. Ballance, the Premier of New Zealand, is a perfectly untenable one, and would request that some definite instructions be forwarded to the respective Governors of colonies likely to be required to issue these licenses as to whether they are bound to accept the advice of their Responsible Ministers in anything beyond being satisfied that the requirements of the Act have been complied with in regard to the suitability of the vessels and the security offered by the bonds. If it is really understood that the principles involved in the Act should be the subject of recommendation or non-recommendation by the Responsible Advisers of the Governor, not only would merchants and employers of labour like ourselves be subject to the varying opinions held by the Executive Governments of New Zealand and the other colonies on the labour traffic, but, in addition, we should also be exposed to the possible change of views by the same Ministers on this very important question.

I would respectfully submit to your Lordship, by way of illustration, that in the case of the Colony of Queensland, had I, some two or three months since, been obliged to apply to the Governor of that colony for a labour license, the Premier of the colony, Sir Samuel Griffiths, who was then known to be bitterly opposed to the labour traffic, might have assumed the same position now taken up by Mr. Ballance, and advised the Governor not to grant the same. Whereas, had I applied two months later, the views of Sir Samuel Griffiths having been altered in the meantime, the Governor might have obtained from the Executive a recommendation to issue the said license. Such a want of uniformity in practice I can hardly think your Lordship would consider wise or expedient in the carrying-out of what I have always understood to be purely an Imperial Act of Parliament.

I think the trouble in regard to New Zealand has largely arisen from a memorandum by Sir William Jervis, the Earl of Onslow's predecessor in this colony, in which, I believe, he lays down the rule that the advice of the Executive Government should be tendered to His Excellency as to the issue or non-issue of these labour licenses; and I cannot but think that Sir William Jervis misinterpreted the views of the Imperial Government on this question.

As this matter is one involving very large interests, and possibly the loss of very much time and capital, I should esteem it a great favour if your Lordship will give your kind consideration to the subject, and transmit your views to the Governors of the colonies, in order that there may be no further inconvenience and loss occasioned to Her Majesty's subjects carrying on business in the Pacific.

Letters addressed to my representatives in London, Messrs. Houlder Brothers and Co., will always be transmitted, and would probably reach me before I start for England, where I hope to arrive during the months of September or October. Should your Lordship then wish it, I shall be happy to personally supply any information in my power as to the working of "The Pacific Islanders' Protection Act, 1872," in regard to the issue of labour licenses.

I have, &c.,

JOHN T. ARUNDEL.

To the Right Hon. Lord Knutsford,
Secretary of State for the Colonies, Downing Street, London.

Mr. J. T. ARUNDEL to Sir J. B. THURSTON.

YOUR EXCELLENCY,—

Auckland, New Zealand, 9th May, 1892.

I beg to enclose copies of letters I have addressed to Sir James Prendergast, the Acting Governor of New Zealand, dated 29th April, and to Lord Knutsford, dated this day, by which you will see that further difficulties have arisen with regard to the issue of labour licenses.

Your Excellency will see that the position assumed by the Premier of New Zealand is one calculated to cause a very great amount of inconvenience and annoyance, and I trust that some very definite instructions will be laid down by Her Majesty's Government for the guidance of the Governors of the various colonies.

I am leaving to-morrow by the "Richmond," and expect to return here within two months.

I have, &c.,

JOHN T. ARUNDEL.

To His Excellency Sir John Thurston, K.C.M.G.,
High Commissioner for the Western Pacific, Suva, Fiji.

Mr. J. BRAMSTON to Mr. J. T. ARUNDEL.

SIR,—

Downing Street, 17th August, 1892.

I am directed by Lord Knutsford to acknowledge the receipt of your letter of the 9th May last, relating to the grant under "The Pacific Islanders' Protection Act, 1872," of a license for your schooner "Ivanhoe."

In reply I am desired by Lord Knutsford to point out that under section 5 of the above Act the Governor is given an absolute discretion as to issuing a license, and he might, if he should think fit

to do so, issue a license without consulting his Ministers. But, in the case of a colony with Responsible Government, the Governor would, in Lord Knutsford's opinion, be right in consulting his Ministers, and in acting upon their advice. Such a course is consistent with the principles now well established as governing the relations between the Governor and his Responsible Ministers.

Lord Knutsford has communicated copies of this correspondence to the Governors of the Australasian Colonies.

J. T. Arundel, Esq.

I have, &c.,

JOHN BRAMSTON.

No. 4.

REGULATIONS FOR THE PRESERVATION OF PEACE AND GOOD ORDER IN SAMOA.

Sir J. B. THURSTON to Lord GLASGOW.

High Commissioner's Office, Western Pacific,
Suva, Fiji, 29th December, 1892.

MY LORD,—

Herewith I have the honour to enclose copies of a regulation which I have passed for the preservation of peace and good order in Samoa.

At present, under the Western Pacific Orders in Council, an attempt to create disorder can only be dealt with by an order of prohibition forbidding the person prohibited from residing within certain limits; or an order to find sureties for good behaviour, and in default an order of deportation.

As sureties can seldom be found, the Court is obliged to either dismiss the case with a caution or order the defendant to be deported, a course which would be justifiable only in a very grave case.

At present there are, I believe, many Europeans in Samoa who are inciting the natives not to pay their taxes, and to offer at least a passive resistance to the Government constituted by the Final Act of the Berlin Convention on Samoan affairs. It is therefore likely that a mere warning may not be a sufficient deterrent, and I have therefore passed the enclosed regulation, which will enable the Court to deal with persons seeking to create disturbance by a small fine or imprisonment, so that it will be unnecessary to issue any order of deportation except, as indicated above, in a case of special gravity and danger.

I have, &c.,

JOHN B. THURSTON.

His Excellency the Right Hon. the Earl of Glasgow, G.C.M.G., &c.,
Governor of New Zealand.

[No. 1 of 1892.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland
Queen, Empress of India, Defender of the Faith, &c.

A REGULATION made in the Name and on behalf of Her Britannic Majesty by Her Majesty's High Commissioner for the Western Pacific, under the Provisions of the Western Pacific Order in Council of 1879, for the Maintenance of Peace and Good Order in Samoa.

(L.S.) JOHN B. THURSTON.

1. ANY British subject who shall be guilty of sedition towards the Government of Samoa shall be liable on conviction to a fine not exceeding ten pounds, or to imprisonment without hard labour for not more than three months, with or without a fine not exceeding ten pounds.

2. The expression "Government of Samoa" shall mean the Government recognised as such in Samoa by the principal British Consular Officer for the time being in Samoa.

3. The expression "sedition towards the Government of Samoa" shall embrace all practices, whether by word, deed, or writing, having for their object to bring about in Samoa discontent or dissatisfaction, public disturbance, civil war, hatred or contempt towards the King or Government of Samoa, or the laws or constitution of the country, and generally to promote public disorder in Samoa.

4. If at the trial of any person under this regulation it shall appear that the offence charged is one which would, if this regulation had not been made, be punishable as criminal libel, or otherwise, by English law or under any Order in Council issued by Her Majesty and being in force in Samoa, or by any other regulation made in the name and on behalf of Her Majesty by Her Majesty's High Commissioner for the Western Pacific, the Court may either proceed with the trial under this regulation, or may order that the charge under this regulation be dismissed and that the accused be put on his trial for criminal libel, or otherwise, as the case may be.

5. This regulation shall come into operation on the first day of January, in the year of our Lord one thousand eight hundred and ninety-three, and may be cited as "The Sedition (Samoa) Regulation, 1892."

Given this twenty-ninth day of December, one thousand eight hundred and ninety-two.

By command.

WILFRED COLLET,

Secretary to the High Commissioner.

No. 5.

PROTECTION OF BRITISH SUBJECTS AND THEIR INTERESTS IN THE NEW HEBRIDES AND THE WESTERN PACIFIC, ETC.

Sir J. B. THURSTON to Lord GLASGOW.

MY LORD,—

Government House, Suva, Fiji, 28th December, 1892.

With reference to the protection of British subjects and their interests in the New Hebrides and the Western Pacific generally, your Excellency is doubtless aware that a question has

been before the Law Officers of the Crown as to whether an ordinance might not be properly passed in Fiji providing for the detention in the colony of natives of the Western Pacific Islands who were shown to have perpetrated criminal acts against British subjects.

I have now the honour of informing your Excellency that such an ordinance was passed at a recent session of the Legislative Council of this colony, of which I beg leave to transmit copies for the information of your Excellency's Government.

I have, &c.,

JOHN B. THURSTON.

His Excellency the Right Hon. Earl of Glasgow, G.C.M.G., &c.,
Governor of New Zealand.

[No. 20, 1892.

AN ORDINANCE enacted by the Governor of the Colony of Fiji, with the Advice and Consent of the Legislative Council thereof, to authorise the Reception and Detention in the Colony of Fiji of certain Persons when brought there by Her Majesty's Naval Officers.

(L.S.) JOHN B. THURSTON.

[29th November, 1892.

Preamble.

WHEREAS it is expedient to make provision for the detention in certain cases in the Colony of Fiji of persons who in places not being within Her Majesty's dominions or the jurisdiction of any civilised Power have committed crimes, outrages, or disorders:

Be it therefore enacted by the Governor, with the advice and consent of the Legislative Council, as follows:—

Certain prisoners brought to Fiji by Her Majesty's naval officers may be received and detained.

1. It shall be lawful for the Governor to receive and to detain in the colony during Her Majesty's pleasure any persons, not being Her Majesty's subjects or the subjects or citizens of any civilised Power, who have been taken prisoners and brought to the colony by Her Majesty's naval officers on the ground of crimes, outrages, or disorders committed by such persons in places not being within Her Majesty's dominions or the jurisdiction of any civilised Power.

Custody of such prisoners.

2. Every prisoner so received and detained shall be under the legal custody of the Superintendent of Police and of all officers and constables of the Police Force of the colony, and also under the legal custody of any person who may be from time to time especially appointed by the Governor in that behalf.

Governor may provide for place of detention and make regulations for care of such prisoners.

3. The Governor may appoint from time to time any place in the colony to be the usual place of detention of the prisoners or any of them, or may make such other provision as he thinks fit for their detention, and in either case may from time to time make special regulations for the care, custody, and maintenance of the prisoners, and as to communication with them; and any person offending against such regulations shall be liable, on summary conviction, to a penalty not exceeding twenty pounds, or, in default of payment, to imprisonment for any term not exceeding three months.

Penalty for assisting escape of such prisoner.

4. Any person inciting or aiding and abetting, and any person conniving at or negligently permitting, the escape, or attempt to escape, of any such prisoner from the colony shall be liable, on summary conviction, to a penalty not exceeding fifty pounds, or to imprisonment, with or without hard labour, for any period not exceeding six months, or both.

Passed in Council, this fifteenth day of November, in the year of our Lord one thousand eight hundred and ninety-two.

No. 6.

BANISHMENT OF TAUPE AND HIS HOUSEHOLD FROM RAKAANGA.

The BRITISH RESIDENT, Rarotonga, to His Excellency the GOVERNOR.

(No. 4, 1893.)

MY LORD,—

British Residency, Rarotonga, 28th February, 1893.

An account appeared in the Auckland papers a few months ago of the arrival at one of the islands of the Navigator (Samoan) group of ten natives (men, women, and children) who had been banished from Manuhiki (Humphrey's Island on the maps), and who found their way eventually in their boats to Samoa.

The native teacher at Rakaanga has sent to the resident missionary here a very full account of the causes that led to this migration of the chief Taupe and his household. The Rev. W. Lawrence has kindly let me have the letter translated, and I enclose the translation herewith.

Rakaanga is an island about twenty miles from Manihiki. They are one and the same people.

Taupe's case seems to me interesting, as throwing light on the customs of these people, and, probably, on similar early migrations.

It is also interesting as showing the influences which led to the visit of the French man-of-war for the purpose of taking possession, and which, I am informed, was only prevented by the natives taking it upon themselves to hoist the British flag on her arrival. I believe that Manihiki and Rakaanga have since been formally declared British possessions.

It will also be observed that the teacher fears further trouble on account of this quarrel, in which opposite sides appear to have been taken by the Rakaanga and Tauunu people.

I have, &c.,

His Excellency the Earl of Glasgow, G.C.M.G.,
Governor of New Zealand, &c.

FREDERICK J. MOSS,
British Resident.

[TRANSLATION.]

To Mr. Lawrence.

Mission House, Rakaanga, 7th February, 1893.

SALUTATIONS to you and to Mrs. Lawrence and child, in the love of our Lord Jesus Christ.

It is I, Banaba, that am telling you what has happened in this land.

Ten people went away in boats (four men, three women, and three children)—namely, Taupe and his household. Ask Butaura, who knows of this trouble. It is an old trouble between Jese and Taupe. It has been a thorny root for many years, and made enmities spring from even truthful words.

Jese and Taupe are related to one another. One is the elder and the other the younger in the Ariki's family of Fakaho. The title of Ariki is with Jese, he being the elder. After some time Taupe wished to be Ariki, but his tribe would not agree. That is the reason why Taupe went to Tahiti, to put Manihiki and Rakaanga into the hands of the French. Jese and Taupe have lived in enmity, the one with the other, to the present time. They were of a like evil mind to one another, and treated each other as strangers.

The beginning of the last trouble was this: Jese was staying at Tukao, and one day said he would take some food from the place he was then living in. This saying was taken to Taupe, and was made very bad in the mouth of the word-bearer. By him Taupe's heart was made sore, and he became very angry, and went to Jese. He found Jese sleeping on a bed, which he lifted up, so that Jese fell off, and his neck was hurt, but not very badly. When this was known at Tauunu the police came over from that place to judge Taupe. His fine was \$50, and to be expelled from Jese's lands.

The fine was paid; and then Taupe thought, "What is the use of my staying on the island any longer? It will be better for me to go away to sea and die." He was firm in his purpose, and made ready his boats to go away.

When the people of Tauunu heard of this, and that Taupe was making ready to go away, they sent a boat to Rakaanga asking the people there to let them know their thoughts in this matter. Rakaanga answered not to let Taupe go away to sea, but to wait until the Penrhyn schooner had left. Then they could see further into this trouble.

Tauunu would not agree to this. They wished it to be seen into at once, as it was a case in which a man was going away to die. At last they said, "Let this be the end. Let Taupe stay." To this they added that the blame would rest on Rakaanga if Taupe went back to Jese's lands and disputed as to being Ariki, and trouble then followed.

Hearing these words, Rakaanga went to Tukao, and put Taupe into his boats with his household and property, and sent them away to sea. I make this known to you, because the trouble is not yet settled between Tauunu and Rakaanga.

Enough.

From BANABA.

No. 7.

SEIZURE OF THE BRITISH SCHOONER "NORVAL" AT PENRHYN ISLAND.

The BRITISH RESIDENT, Rarotonga, to His Excellency the GOVERNOR.

(No. 3, 1893.)

MY LORD,—

British Residency, Rarotonga, 28th February, 1893.

I have the honour to inform your Excellency that the ketch "Agnes Martin" arrived here on the 18th instant from Penrhyn Island, and brought intelligence of the seizure, on the 4th December, 1892, by the Hau (local government) of that island, of the British schooner "Norval," of Auckland, and of the forcible detention of Mr. Thomas Harries, the master of the vessel.

The "Norval," according to Mr. Harries's statement, was seized when at sea a mile and a half to two miles from the island, and taken into the lagoon, where she was still lying moored when the "Agnes Martin" left on the 1st February. She was left in charge of the master, who is living on board with the crew. They are at liberty, but he, though allowed to move about as he likes, is prevented from leaving the island.

The action of the Hau results from a claim for \$2,000 Chilian currency made by them upon the master in a dispute concerning the purchase of a vessel for them, and is avowedly taken in expectation of the arrival of one of Her Majesty's ships, which, I am informed, are in the habit of paying an annual visit to the island.

Penrhyn is, I believe, a British possession, and included in the Pacific naval station. It is known to the natives as Mangarongaro, and sometimes as Tongareva, and is about equidistant from Rarotonga and Tahiti. Its trade is chiefly with Rarotonga, but the steamer "Archer" has occasionally visited the island for trading purposes from Sydney. There are upon the island—or, rather, on the reef around the lagoon—two settlements. The north-eastern settlement is called Te Tautua; the western is called Omoka.

I do not know under what authority the local government is formed, or what its position may be, except that it consists entirely of natives. A Hau, or native government, in some form exists in all these islands. That of Penrhyn is probably the one that must have existed when the British flag was hoisted on the island.

The circumstances attending the original dispute between the Hau and Harries were investigated by Judge Tepou (of Avarua, in Rarotonga), on a complaint laid before him by representatives of the Hau on the 23rd September, 1892. The Hau sought to recover \$3,603 paid by them to Harries, as they alleged, on false representations. Mr. Harries is domiciled at Avarua, and married to a Rarotongan native. The money in dispute was also then in Avarua, and there seemed to me no doubt of the case being within Tepou's jurisdiction.

Having watched the proceedings taken before Judge Tepou, and having since received (on the 21st instant) the copy of a statement prepared at Penrhyn by Mr. Harries for the expected visit of

one of Her Majesty's ships, I am enabled to report upon it to your Excellency, and to summarise the case for your Excellency's information. I enclose,—

1. Translation of a report made to me by Judge Tepou on the 20th February, at my request. To the report are appended copies of receipts given by Harries to the natives and produced by them in evidence. Attached to it are the translation of a letter from Tautaitini, chief and Judge of Omoka, produced to Tepou as evidence in the case; and copy of a letter sent by Judge Tepou to Harries on the 28th September, requiring him to pay back \$2,000 of the money in question.

2. Translation of letter from Tepou to Donald and Edenborough (3rd October, 1892).

3. Translation of letter from Tepou to the British Resident, asking his aid (3rd October, 1892).

4. Copy of letter from British Resident to Donald and Edenborough (3rd October, 1892).

5. Copy of reply to said letter from Donald and Edenborough (3rd October, 1892).

6. Copy of letter from British Resident to Mr. Harries (3rd October, 1892).

7. Translation of letter from the Penrhyn natives, then in Rarotonga, to the Judge and the British Resident conjointly (6th October, 1892).

8. Translation of letter from the Government of Penrhyn Island to the British Resident (19th October, 1892), which was not received in Rarotonga till after the departure of the "Norval" for Penrhyn.

9. Copy of statements (numbered 1, 2, 3, and 4 respectively) by Mr. Harries, and received by me in Rarotonga on the 21st February, 1893, from the Collector in Rarotonga, an officer of the Cook Islands Government, to whom they were addressed from Penrhyn by Mr. Harries, with a request to send them "to some place where he could get some help," and who sent them to me.

10. Copies of two letters from Harries to the Collector covering the above statements (dated 31st January, 1893).

11. Copy of statement of John Murdoch, trader at Omoka (21st February, 1893).

12. Copy of letter from Lloyd's agent at Rarotonga to the British Resident (24th February, 1893), with copy of reply attached (24/2/93).

13. Copy of statement of James Donald, master of the ketch "Agnes Martin" (25th February, 1893).

I have not received any communication either from the Penrhyn Government or from Mr. Harries since the seizure of the vessel.

The following are the circumstances of the case as disclosed during the investigation before Judge Tepou, and in the above letters and statements:—

In June, 1892, Harries was at Penrhyn as master of the schooner "Torea," owned by Donald and Edenborough, or chartered by them. Whether the firm in whose service he then was is that of Donald and Edenborough in Auckland, or the firm trading under the same title in Rarotonga, is not clear. On that occasion he purchased pearlshell for his employers, in the usual course of business, to the value of \$801, and gave receipts in the name of Donald and Edenborough for the same, with an understanding that he was to pay the amount on his return to Penrhyn in the usual way.

Harries states that the natives at that time told him they wanted to buy a vessel, and held a meeting at which he was invited to attend; that he attended, and was there commissioned to buy a vessel for them in Auckland, and that the outside price they were willing to pay was \$4,000 (£600 sterling.—F.J.M.).

The natives state that Harries, having heard that they wanted to buy a vessel, made the proposal to them in the first instance, and that they agreed he should buy one for them, but that the vessel was to be subject to their approval.

There was no written agreement, nor writing of any kind, between them. The absence of such an agreement was the subject of strong comment by Judge Tepou when the case was brought before him. To its absence must certainly be attributed much, if not all, of the difficulty that has since arisen.

Harries proceeded with the "Torea" from Penrhyn to Auckland, calling at Rarotonga on the way. In Auckland he states that he "told Mr. Donald, the head of the firm, about this vessel that the Penrhyn natives wanted." Mr. Donald said that he knew of only one vessel that was suitable for sale, and she was not then in Auckland. He would find out when she would be in Auckland, and afterwards "bought the vessel for them when she was on a voyage from Westport to Gisborne, and thence to Auckland." Harries states that he then made arrangements for the vessel to be sent to Rarotonga, and left for that place in the steamer "Richmond" before the arrival of the purchased vessel (the "Norval") in Auckland.

On the 5th September Harries was again in Penrhyn as supercargo of the schooner "Goldfinch," another of Donald and Edenborough's vessels. He states that he then told the natives about the "Norval" having been bought for them; that she would cost them \$4,000; that the \$801 due to them for shell, bought by him in June, was "in the hands of Mr. Donald," and that this "left a balance for them to pay of \$3,199." He states that he also told them the "Norval" was at Gisborne when he left Auckland, and that on her arrival in Auckland "she was to be put into thorough good order before sailing for Rarotonga and Penrhyn." He further states that the natives expressed themselves as thoroughly satisfied, and thereupon gave him \$2,056 in cash and \$771.75 in pearlshell (\$2,827.75 in all) "for the vessel," leaving a balance due "on the vessel" of \$371.25. That the natives then told him that they had nothing left with which to buy provisions and goods, and asked him to let them have some on credit. He let them have provisions and dry goods to the amount of \$1,567.90 on the condition "that they would pay for them when he returned." He took on board (on the 10th September) seven men, "which were going to Rarotonga to bring back their vessel," and sailed in the evening for Manihiki and Rarotonga.

The natives, on the other hand, state that Harries told them that "by that time"—i.e., about the 7th or 8th September—the "Norval," which he had bought for them, must be lying in Rarotonga. That they gave him the money to take charge of, as they were sending seven men to take

over the vessel, if they approved of her, and wanted the money, in that case, to pay it towards the \$4,000 she was to cost them. They produced the receipt that Harries had given to them. The receipt was in English, and, in a note at the foot, said, "This money is paid on schooner 'Norval'; the balance to be paid on arrival." The natives denied emphatically that this note had been explained to them, or that they had the least idea that it was to be understood as an acceptance on their part of the "Norval," which they had not seen, and about which they knew nothing.

Up to this point the transaction seems to have been regarded by Harries as "an order" for a vessel to be sold and delivered at a fixed price like any other commodity, and he appears to have taken the order in the usual course of business for the firm in whose employ he was at the time. This view is supported by his statement that on arrival in Rarotonga he "gave the money to Donald and Edenborough's agent there." The agent (Mr. Exham) also states in his letter to me of the 3rd October that the "Norval" was purchased for the Penrhyn people "by Mr. Donald on an order given to the master of the 'Torea.'"

At this stage a new incident is to be noted. The schooner "Te Uira" had been on a trading trip to Penrhyn. On board of her were two Penrhyn natives, who were very anxious that the Hau should at once buy her. Harries heard of this in Penrhyn, and that, in fact, these two men had actually bought her for the Hau. He states that he had heard of this when he received the money from the Hau. I asked if it was true. They answered that it was not true; that these two men could not buy the "Te Uira" for them; and that he (Harries) was the first whom they had asked to buy a vessel for them. The good faith of the Hau up to this point, at all events, does not, therefore, seem open to question. It is also fair to them to add that the purchase of the "Te Uira" offered no pecuniary inducement to them to evade the purchase of the "Norval." The "Te Uira" is much smaller, will certainly require great and constant care to keep her with any pretension to seaworthiness for even two or three years, and the price to be paid (and since actually paid by them for her) was \$3,500. She is an aged little craft, and never was meant to last for any time. The natives are aware of this; but she is fast and handy, and these are two qualities regarded by them always as indispensable.

The "Goldfinch," with the seven natives on board, left Penrhyn for Rarotonga, *via* Manihiki, on the 10th September. Soon after she left, the "Te Uira," with her two natives on board, arrived again at Penrhyn. She had left Rarotonga some time after the "Goldfinch," and informed the Hau that the "Norval" was not then in Rarotonga. Thereupon the Hau, deciding that Harries had deceived them, determined to have nothing to do with the "Norval," but to buy the "Te Uira" instead. Hence the letter from Tautaitini, which reached Rarotonga by the "Te Uira" on the 23rd September, the same day that the "Goldfinch," coming *via* Manihiki, also arrived, with the seven men on board, in Rarotonga.

Then came the application of the Hau to Judge Tepou, who decided that \$2,000 out of the money paid by Penrhyn to Harries should be returned, the Penrhyn Hau having agreed that the balance of \$1,603 should be retained to liquidate the debts due for provisions and goods supplied on or about the 7th September, to the value of \$1,567.90. The Hau demurred at first to paying these debts, which were, they said, incurred by individuals; but finally, in order to settle the dispute, agreed to pay, and recover the money from the debtors themselves. No evidence was brought before Judge Tepou by Harries to show that the "Norval" had been even actually bought, and his decision appears to be quite justified by the evidence as it then was before him.

An order was given by Tepou to Donald and Edenborough to pay back \$2,000, out of the \$3,603 in their hands, to the Hau of Penrhyn. Mr. Exham, the Rarotongan manager of the firm, was absent in Aitutaki, and the clerk in temporary charge said he knew nothing about the money, and could do nothing in the meanwhile.

Appeal was then made to me. I found that further evidence as to the purchase of the "Norval," and her movements, might probably be obtained from Mr. Edenborough, who was to arrive in a few days from Aitutaki. I therefore advised Judge Tepou that no further action should be taken till his arrival.

This was on the 29th September, and it was then, in my presence, that Harries put in as evidence the "agreement" between himself and "the Government of Mangarongaro," which is embodied in Tepou's report. This paper, purporting to have been made at Penrhyn on the 4th June, 1892, and there signed by the "Hau of Mangarongaro," was found to have been made out on board of the "Goldfinch" on her arrival at Rarotonga on the 23rd September, and there signed by "Panapa," one of the seven men on board, at Harries' request, and in ignorance of its true meaning, though in Maori. Panapa was told to sign "Na te Hau o Mangarongaro," and he wrote that at the foot of the paper accordingly. Judge Tepou expressed himself very strongly on this attempt to pass off a fictitious document as evidence before him, and I felt it my duty to speak equally strong on the occasion. I observe now that Mr. Harries, in the statement prepared for the expected visit of one of Her Majesty's ships in Penrhyn, makes no mention of any written agreement at all.

Mr. Edenborough gave evidence that the vessel had been bought, and might be any day in Rarotonga, as she was on the way. The Penrhyn natives waited till the 16th October, up to which time the "Norval" had not arrived. They left in the "Te Uira," for which they had in the meanwhile concluded the purchase for the Hau for \$3,500.

The "Norval" arrived on the 20th October, and left for Penrhyn on the 1st November, calling at Manihiki and Aitutaki on the way. She arrived off Penrhyn on the 3rd December, and next day was seized by the Hau and taken into the lagoon, to be held till the \$2,000 should be paid.

It is not within my province to express an opinion upon the precedent which such a seizure, and the forcible detention of Harries, would create, and how far it can be allowed. No appeal has been made to Judge Tepou by either side since the arrival of the "Norval," which put an entirely new aspect on the case, complicated by the action since taken by the Hau in Penrhyn.

Harries was regarded by the natives in the first case as the principal, and accepted the position, but other interests are now involved.

The absence of any stipulations (verbal or written) as to time of delivery, condition, size, or quality, leaves the whole case to be decided on principles of equity, and will render the fullest possible investigation necessary. If this investigation is to be made in Penrhyn I venture to suggest that whoever may be commissioned for the purpose will find a competent and trustworthy interpreter the first necessity, and that such an interpreter can only probably be obtained at either Tahiti or Rarotonga—certainly not in Penrhyn.

His Excellency the Earl of Glasgow, G.C.M.G.,
Governor of New Zealand, &c.

I have, &c.,

FREDERICK J. MOSS,
British Resident.

No. 7—continued.

The BRITISH RESIDENT, Rarotonga, to His Excellency the GOVERNOR.

MY LORD,—

British Residency, Rarotonga, 5th March, 1893.

In my despatch of the 28th February (No. 3/93) I have stated all the facts I could obtain with reference to the seizure of the "Norval" in Penrhyn.

Nothing further has come to my knowledge, but on full consideration I think it my duty to submit for your Excellency's consideration what appear to me the points requiring special notice. If beyond my province in taking this course, I trust my knowledge of the case, and its peculiarity, will be my excuse.

Assuming the release of the "Norval," the question of damages will arise. They are assessed by Mr. Harries, in his notice to the Hau, at £60 per month, but will, I presume, depend on the result of the investigation into the merits of the case.

If that investigation show that all the conditions that could be fairly implied in the transaction have been reasonably fulfilled, the natives will be called upon to pay the £55 still to be paid as part of the cost, and there will be an end of the matter—except as to damages.

If, on the other hand, it be found that such conditions have not been fulfilled, will not some provision, in releasing the vessel, be necessary to enable the natives to recover the £545 paid by them to Harries? He will not personally be able, probably, to meet the claim, unless Donald and Edenborough, of Rarotonga, are held bound by the order of Judge Tepou (of the 3rd October, 1892) to retain the money in their hands till the ownership was ultimately settled.

If the money has gone into the possession of Donald and Edenborough, of Auckland, whose servant Harries was, apparently, as master of the "Torea" when he made this arrangement with the Penrhyn natives, they would be beyond the jurisdiction of the Rarotonga Court, and out of the reach of the natives altogether.

Would damages, if any, be payable to Mrs. Charlotte Donald, the owner of the "Norval," or to whom?

I do not know what position Messrs. Donald and Edenborough, of Auckland, may take, but have no reason to doubt that, in view of the above considerations, they would be quite ready to agree to any conditions necessary to meet the equities of this troublesome case. It will probably be found that Mr. Harries was their servant as "master of the 'Torea,'" but that his trading in goods and pearlshell was on account of the firm in Rarotonga.

If one of Her Majesty's ships be sent to Penrhyn before a full statement of the case can be sent to England I could always supply the captain with a copy of my despatch and its enclosures, if thought necessary, on his calling here.

His Excellency the Earl of Glasgow, G.C.M.G.,
Governor of New Zealand, &c.

I have, &c.,

FREDERICK J. MOSS.

Enclosure No. 1.

[TRANSLATION.]

REPORT BY JUDGE TEPOU OF THE CASE GOVERNMENT OF OMOKA AGAINST THOMAS HARRIES,
HEARD BY HIM AT RAROTONGA.

Rarotonga, 20th February, 1893.

COMPLAINT was made to me on the 23rd September, 1892, by Mausea and Pakaiere, two natives of Penrhyn Island, who had arrived by the "Te Uira" to represent the Government of Omoka (in Penrhyn Island). The complaint was,—

1. That Harries had deceived them in saying at Penrhyn that the vessel he had bought in Auckland was then in Rarotonga; that, in consequence of this statement, seven natives had been sent with Harries in the "Goldfinch" to take possession of the vessel if she was approved; that these seven natives were now here, and no vessel to take possession of.

2. That Harries had given out falsely that there was an agreement between himself and the Government of Omoka, and that this agreement was they were to pay him \$4,000 for the vessel he was getting from Auckland.

3. That these things were not true, and that they wished their money held by Harries to be paid to them, in order that they might pay for the schooner "Te Uira," as they had agreed to buy her from the owner, Mr. E. Piltz.

When they laid this complaint before me I asked them, "Do you not owe Harries money?" They said that they (the Government) did not, but that many of the people in Penrhyn did; that Harries said the amount thus owing was \$1,565. They said to me, "Harries has \$3,603.75 of our money, which he acknowledges we have given to him. Let him stop \$1,603.75 out of this. We will pay the people's debts rather than have any bother about it. Then let him give back to us the \$2,000 that remain."

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.

Penrhyn Island, 31st May, 1892.

I OWE you on balance of payment for shell six hundred and thirty-one dollars (\$631·00).
 THOS. HARRIES, Master of "Torea,"
 pp. Donald and Edenborough.

This is to be paid to Tautaitini, Akavanui, Penrhyn.—T. H.

Penrhyn, 8th September, 1892.

RECEIVED from Penrhyn natives one bag cash, \$2,031; one ticket for \$170; one ticket for \$631; by 3,658 shell, at 15c., \$548·70; 1,487 shell, at 15c., \$223·05: total, \$3,603·75.
 This is paid on schooner "Norval," the balance to be paid on arrival.

THOS. HARRIES.

The following is indorsed on the back of this receipt: "\$3,603·75; also cash, \$5·00; also cash, \$20·00: total, \$3,628·75."

TRANSLATION OF LETTER SIGNED BY TAUTAITINI "FOR THE GOVERNMENT OF OMOKA," AND SENT TO "THE GOVERNORS OF RAROTONGA," PRODUCED BY THE NATIVES TO JUDGE TEPOU AS EVIDENCE IN THEIR CASE ON THE 23RD SEPTEMBER, 1892.

Rarotonga, 15th September, 1892.

SALUTATIONS to you, and may you live long in Christ's blessing! Amen.

It is we, the Government. These are our words to you: We now send two men to get our money from Harries. Look to them. Harries got our money into his hands through false statements.

(1.) He said that the vessel was in Rarotonga.
 (2.) That the vessel was a new one.
 (3.) He has given out falsely in Rarotonga that he has an agreement with us, the Government of Omoka. We made no such agreement.

Our last word is for the money held by Harries to be paid over for the "Te Uira," to make good our agreement with Piltz.

Another word to you is: If Exham and Harries are in trouble about our money, ask them to produce the agreement. He says that he told us the vessel was fourteen years old; this is another of his false statements. Also, that he had told us the price of his vessel was \$4,000. Enough.

From the Government of Omoka,

TAUTAITINI.

[NOTE.—Over his name Tautaitini has written "Victoria, Queen," which I can only fancy to be his own way of declaring himself a British subject.—F. J. Moss, B.R.]

TRANSLATION OF LETTER SENT BY JUDGE TEPOU TO MR. HARRIES.

To Harries. Avarua, 28th September, 1892.
 SALUTATIONS! This is my word to you: The Penrhyn people have come to me again to get their money (\$2,000) from you. Take \$1,600 for their debts. Give the \$2,000 to them now.
TEPOU, Judge, Avarua.

Enclosure No. 2.

TRANSLATION OF LETTER SENT BY JUDGE TEPOU TO DONALD AND EDENBOROUGH ON THE 3RD OCTOBER, 1892.

To Donald and Edenborough, Rarotonga. Rarotonga, 3rd October, 1892.
 SALUTATIONS! Herewith are my words to you. The money belonging to the Penrhyn people that we were in trouble about: do not take it to New Zealand; let it remain on this land, as it is money still in trouble. Sufficient.

TEPOU, Judge, Avarua.

Enclosure No. 3.

TRANSLATION OF LETTER SENT BY JUDGE TEPOU TO THE BRITISH RESIDENT ASKING HIS AID IN THE PENRHYN NATIVES' CASE.

To Mr. Moss. Avarua, 3rd October, 1892.
 SALUTATIONS! I now make known to you that I have written a letter to Donald and Edenborough not to take away the money belonging to the Penrhyn people to New Zealand.
 You help me in this troublesome work. Enough.

TEPOU O TE RANGI, Judge.

Enclosure No. 4.

COPY OF LETTER FROM THE BRITISH RESIDENT TO MESSRS. DONALD AND EDENBOROUGH, OF RAROTONGA.

GENTLEMEN,— British Residency, Rarotonga, 3rd October, 1892.
 Judge Tepou has just written to me that he has given you notice that the money belonging to the Penrhyn natives, placed in your hands by Mr. Harries, must not be sent to New Zealand, as he has been informed that it will be by the "Richmond." He asks me to help him in preventing this being done.

The Penrhyn natives have not received any value for this money, and Mr. Harries has it certainly only in trust. The Judge has also decided, after hearing the case, that the money should be returned to the natives. I therefore concur with Judge Tepou in the representation he has made to you. Whatever the ultimate result may be, the money should certainly not be sent away.

I have, &c.,

FREDERICK J. MOSS,
British Resident.

Messrs. Donald and Edenborough, Rarotonga.

Enclosure No. 5.

COPY OF LETTER RECEIVED ON THE 3RD OCTOBER, 1892, IN REPLY TO LETTER SENT BY BRITISH RESIDENT ON THAT DATE TO MESSRS. DONALD AND EDENBOROUGH.

SIR,—

Rarotonga, 3rd October, 1892.

We have the honour to acknowledge receipt of your despatch *re* the Penrhyn money, and to inform you that we have no intention of sending the money to New Zealand, as we require it here ourselves. We have also to inform you that we, at the same time, protest against being directed by Judge Tepou to hand this money over to these natives. We have communicated with our senior partner on the subject, and, until we receive instructions from him, we do not feel justified in giving the money up.

You are now going to New Zealand, and you will be able to state the case to Mr. Donald, and ascertain from him the fact of the vessel having been purchased from Mr. George Niccol for the Penrhyn natives.

The "Norval," purchased by Mr. Donald, would leave Auckland on or about the 18th September, and would be due here in a week hence.

The vessel was purchased for these people by Mr. Donald on an order given to the master of the "Torea." And that these people gave this order is fully proved by the fact of their paying Captain Harries this money; and now, because a few of them made an agreement with Captain Piltz to purchase his vessel, agreeing also to pay him \$500 for breach of agreement, they want to leave a British firm in the lurch, and to bear the consequences of their folly.

We have, &c.,

DONALD AND EDENBOROUGH,
Per R.E.

Enclosure No. 6.

COPY OF LETTER SENT TO MR. THOMAS HARRIES, RAROTONGA, ON THE 3RD OCTOBER, 1892.

SIR,—

British Residency, Rarotonga, 3rd October, 1892.

Judge Tepou writes to me that he has been informed that the money held by you for certain Penrhyn natives is to be sent to Auckland by the "Richmond" against the wish of the owners, who have protested against this being done. Judge Tepou asks me to help him in the matter, and I therefore point out to you that you have no right to part with the money while no value has been received for it by the natives, and when the Judge, after hearing the case, has decided that the money should be returned to them.

I have, &c.,

FREDERICK J. MOSS,
British Resident.

Mr. Thomas Harries, Rarotonga.

Enclosure No. 7.

TRANSLATION OF LETTER FROM THE PENRHYN NATIVES IN RAROTONGA (REPRESENTING THE HAU OF PENRHYN), DATED THE 6TH OCTOBER, 1892, AND ADDRESSED TO JUDGE TEPOU AND THE BRITISH RESIDENT.

THESE are our words to you. Harries told the Government and Governors of Tongareva, "You give the money into my hands as payment, for there is a vessel for you in the harbour at Rarotonga." He also asked for a mate, cook, and sailors to take the ship to our home. Another thing, when we arrived in the harbour of Rarotonga there was no vessel, so we asked for our money to be returned, and his reply was that he had put it into the bank.

Another thing: when in the harbour Harries wrote a letter and gave it to one of the men to sign in the name of the Government, and not knowing what was in the letter. Do not listen to his words.

MAUTA.	MATAIO.
PAU.	IRO.
VAEVAE.	TIANI.
TATA.	RAEA.
TUAINÉ.	ETURAI.

Enclosure No. 8.

TRANSLATION OF LETTER FROM THE GOVERNMENT OF PENRHYN TO THE BRITISH RESIDENT, SENT BY THEM FOURTEEN DAYS BEFORE THE ARRIVAL OF THE "NORVAL" AT PENRHYN.

This letter is to you, E Moti, Governor.

19th November, 1892.

SALUTATIONS to you, with Christ's blessing! Amen.

We, the Government and Governor of Tongareva, write this letter to you because of our trouble. We all know that this is a world in which we are easily misled. My reason for saying

this word to you is because we have been misled by Harries. He told us that he had a vessel then laying at Rarotonga, and that is how we have been misled and taken in.

He took with him men, and also the money which he obtained by false representations.

Now, take pity and help us in this our trouble. My word to you is that we place this work in your hands. We ask you to obtain the money for us as the power is with you over the people in the land of Rarotonga.

We look to you as our guardian and chief. Have compassion, and get our money for us. These are our words to you. Enough.

From the Government and Governor of Tongarewa.

TAUTAITINI, at Omoka.

Enclosure No. 9.

STATEMENTS BY MR. HARRIES, MASTER OF THE SCHOONER "NORVAL," OF THE SEIZURE AND FORCIBLE DETENTION BY THE NATIVE GOVERNMENT OF HIMSELF AND HIS VESSEL AT PENRHYN ISLAND, OTHERWISE KNOWN AS MANGORONGARO, AND ALSO AS TONGAREWA.

(No. 1.)

In April, 1892, I, Thomas Harries, was master of the schooner "Torea," of Auckland, owned by Messrs. Donald and Edenborough, of Auckland and Rarotonga, and I was on a trading trip to Penrhyn Island.

I arrived at Penrhyn Island on the 28th April, 1892. On the 1st June the natives of the Western Settlement held a meeting at the Courthouse, which they asked me to attend. I therefore attended the meeting. They said that the meeting was called together as they wanted to know if I knew of any vessels for sale, as they wanted to buy one. I answered that the only vessel I knew of for sale at present was that of Captain John Alliquot, who was at Borabora. The price he wanted for her was \$4,500. They said that was too much. Then they asked me if I could not get them one from \$3,500 to \$4,000. I said, "I don't know, but I can see when I go to New Zealand this trip." "Well," they said, "if you can get one buy her for us, but the outside price we are willing to pay is \$4,000." I said, "All right." This was all for this day.

Next morning I sailed for the North-eastern Settlement, and left again on the 4th June. Coming out through the western passage took two passengers on board for Manihiki from the Western Settlement, one of them being the manager of the store for the Government. He told me they had another meeting after I went to the North-eastern Settlement, and that he was instructed by them to tell me not to forget to get them a vessel as quick as possible. I told them that I would be back in about three months, and that I would either bring them a vessel or else I would be able to let them know about one.

I arrived at Manihiki on the 7th June, 1892, and sailed again the same day for Auckland, *via* Rarotonga. On arrival in Auckland I told Mr. Donald, the head of the firm, about this vessel that the Penrhyn natives wanted. He said that the only vessel he knew of that was suitable and for sale was not in Auckland at present; but I can find out when she will be here. He afterwards bought the vessel for them when she was on a voyage from Westport to Gisborne, and thence to Auckland.

I afterwards, finding that I would be behind the time I mentioned to them before I got back, made arrangements to send the vessel to Rarotonga, whilst I came to Rarotonga by steamer, and thence to Penrhyn by the schooner "Goldfinch."

I arrived at Penrhyn on the 5th September, and told them of the vessel which I had bought for them, at which they were all glad. This is what I told them on my arrival here in the schooner "Goldfinch": that the vessel which was bought for them was at Gisborne when I left New Zealand, and was coming from there to Auckland. On arrival at Auckland she was to be put into thorough good order before sailing for Rarotonga and Penrhyn, and that the price they would have to pay for her would be \$4,000; that she was 56 tons register, and built in 1877; and that the balance which I owed them from the previous trip (\$801) is in the hands of Mr. Donald, which leaves a balance for you to pay \$3,199. They said everything was all right. They then asked me to weigh all the shell they had, and they gave it to me as payment for the vessel. They said, "We have called you here to give you what money we have for the vessel," which was \$2,056 in Chili coin, and the shell amounted to \$771.75, which left a balance due on the vessel of \$371.25. I took the cash on board, and was ready to go to the Northern Settlement.

I told the master of the "Goldfinch" to get the pilot when they called me ashore again to the Courthouse. They said, "We have given you all the shell and money we have. Are you willing to give us some provision and goods on credit, as we have nothing to go on with?" I said I was willing "if you pay for them when I come back." They said they would. So they came on board and took provisions and dry goods to the amount of \$1,567.90.

The next day we sailed for the Northern Settlement, and on the 10th September sailed down the lagoon again, and took on board seven men which were going to Rarotonga to bring back their vessel. Sailed on the evening of the 10th September for Manihiki and Rarotonga.

At Manihiki we took two more Penrhyn natives on board for Rarotonga, and arrived at Rarotonga on the 23rd September. On arrival I gave the money to Messrs. Donald and Edenborough's agent there. On my arrival at Rarotonga I learnt that, previous to my arrival at Penrhyn on the 5th September, the Penrhyn natives had sent two men to Rarotonga by the American schooner "Te Uira," with the intention of buying her. These two men had chartered her to take them back to Penrhyn, and also had bought her.

I heard of these two men going to Rarotonga when I received the money from the Penrhyn people, and I asked them if they had gone to buy that vessel. They told me, "No; they cannot buy her, and you are the first we asked to get us a vessel." Later, on the 23rd September, the schooner "Te Uira" arrived from Penrhyn having the natives on board who had bought her. They and the

natives whom I had brought came together and asked me where was the vessel which I had bought them. I told them that I expected her to arrive any day now, so there was no more said until a few days afterwards, when one of the Rarotonga police came for me and said I was wanted at the Courthouse. When I got to the Courthouse I saw all the Penrhyn natives there, also the owner of the schooner "Te Uira." The Judge said that "These natives want the money which was given to you at Penrhyn, as they are not going to take the vessel which you have bought them." He also read a letter which was said to have come from Penrhyn. It stated that I had told them lies at Penrhyn. The first was that I had told them the vessel was at anchor in Rarotonga Harbour before I left for Penrhyn. The next was that they had not told me to get them a vessel. I answered that I had not told any of the lies which is mentioned in that letter, and that I would not give them the money; and, besides, it was not in my power to give you people that are here the money, because I received it from the Penrhyn Government. The owner of the "Te Uira" said that his vessel was on their hands since she anchored in the harbour. The Judge did not decide anything, and said the meeting was over. Afterwards a policeman brought me a letter from the Judge, in which it stated to give the bearer the money. I answered his letter, by which I declined to give the money. They then took the schooner "Te Uira," and sailed for Penrhyn Island a few days later. I told them I would take the vessel to Penrhyn as soon as she arrived.

About a week afterwards the schooner which I had bought them arrived, and on the 1st November I sailed for Penrhyn, *via* Aitutaki and Manuhiki, to deliver them their vessel on them paying the balance due and debts owing to me.

I hereby declare that this written statement is a true statement of what has passed between me and the Penrhyn natives. (See note.)

Master Mariner.

We, the undersigned, hereby certify that all that occurred at Penrhyn Island in this statement is correct.

JOHN MURDOCH,

WALTER WILSON,

Traders, Penrhyn Island.

I hereby certify that this is a true copy of the original document made by me.

WILLIAM CHARLES MILLER,

Master, schooner "Omoka."

[NOTE.—This paper having been given to me this day by the British Resident for the purpose of saying whether it is a copy of the original statement, I certify that it is the copy of the paper to which my name was attached as a witness in Penrhyn, and that the omission of Mr. Harries's signature must have been only an error in preparation.

Rarotonga, 21st February, 1893.

JOHN MURDOCH, Trader, of Penrhyn.]

No. 2.

ON Thursday, the 3rd December, 1892, I arrived off Penrhyn Island at 8 p.m. Two boats came off from shore. I told them that I had brought them their vessel. The pilot said we had better go inside. I told them that I did not intend to go inside unless they were going to take the vessel, and pay the balance due on her. So he said, "We will go on shore and have a talk about it." They went ashore, leaving six or seven of their number on board. We lay off and on for the night.

On Sunday, the 4th December, 1893, about 8 a.m., a boat came off with about twenty men in her. At this time the vessel was laying aback from one and a half to two miles from the reef to the westward of the passage. I asked them where they were all going to. They said that one of their number, which they all pointed out to me, had all orders. So I went to him, and he told me that they had come off to get their money. I said, "I have not got your money, but I have brought you the vessel for which you gave me the money." "We do not want your vessel," they said; "where is the money?" I told them that the money was in the hands of Messrs. Donald and Edenborough at Rarotonga. "Well," they said, "take the vessel inside." I said, "I am not going in unless you are going to take the vessel." They said that they would take her inside whether I would like it or not. I said, "I cannot stop twenty of you from doing so." Then this native that had the orders sang out to his own men to fill on her so we can get inside quick. He also told one of their number to take the helm. So they took the vessel out of my charge altogether. When in the passage the native who had the orders sang out to the rest of them to look out good for the white man's ship, and not to have her broken before they would have him first in irons. So she was anchored about noon off their settlements. They told me that they would not do any more to-day, as it was their Sunday.

As soon as they got ashore they sent four men off to look after the vessel. At 6 p.m. they sent another two to relieve the others for the night.

THOMAS HARRIES,

Master, schooner "Norval."

No. 3.

ON Monday, the 5th December, 1892, about 8 a.m., the natives from shore came and called us to come ashore. I and all the crew went, and they took us all up to the Courthouse. They asked me if I had the money. I told them "No." I told them again that the money was in the hands of Messrs. Donald and Edenborough at Rarotonga. They then said, "If you have not got the money we will put you in irons, also all the crew," and they would dismantle the vessel, take everything out of her, and haul her up until the money came. They also had a man writing down my evidence. Instead of writing down what I said, he was writing what they told him to put down. First one would get up and say that I had told him that I had the money on board, and that was the reason he had stopped on board on Saturday night. Then another would get up and say, "He told

me in Rarotonga that he would bring the money." This was the kind of evidence that they were writing down. So then they told off six men to go and search the ship. They took me on board, and they searched the ship all over, and could not find it. They then took away their watchman.

At 2 p.m. they came for me again and took me to Court. They again asked me where the money was. I answered them the same as before. They then said that the ship should stop here until the money came. I told them that I could not stop them from doing so; "but understand that this is the worst way for you to try and get your money, as the vessel's expenses will come upon you." They said "No; the vessel we are going to keep, and you will have to pay all expenses; that is our law here." Some of them said that they would take the crew away in their own vessel when she came.

They did not make me fast as they at first said, and finished up by saying that they would have a meeting with me at the Court every morning this week, and said all white men were crazy birds, and that they were the only enlightened truthful people on this earth.

THOMAS HARRIES,
Master, schooner "Norval."

No. 4.

On Tuesday, 5th December, 1892, I was called on shore and taken up to the Courthouse. They again asked me the same questions as yesterday. I told them what I had already told them with regard to the money, and "if I had brought your money here I would give it you." "Well," they said, "you know what we told you yesterday—that the vessel stops here at your expense until the money comes." I told them, "I quite understand what you say, but I think you can get your money a good deal easier by not keeping the vessel." This was all for this day.

THOMAS HARRIES,
Master, schooner "Norval."

On Wednesday, 7th December, 1892, I sent the following notice to the Government:—

Penrhyn Island, 7th December, 1892.

I, Thomas Harries, master of the schooner "Norval," of Auckland, New Zealand, hereby give you notice that, as you have seized the schooner "Norval" when laying at sea, outside of Penrhyn, on Sunday, the 4th December, 1892, and that she is now in your hands, from that date you will have to pay all expenses from that date, until she is released, at the rate of four hundred dollars (\$400) per month.

THOMAS HARRIES,
Master, schooner "Norval."

On Wednesday, 7th December, 1892, at about 9 a.m., I was called on shore, and went to the Courthouse. They asked me if that paper was from me. I said it was. They said, "Did we not tell you that the vessel was to be kept here till the money comes?" I said, "You did; but I think the best thing that you can do is to let the vessel go back, and that will keep you from getting into any more trouble, and I will guarantee that you will get your money what is due you." They said, "We do not go beyond our words. The vessel has to stop here at your expense, and you take back this notice, or we will make you take it by force," when one of them got up and put it in my hand. I said, "You can do what you like with it, as you have had it translated to you, and you all know the contents." And they further said to my crew, which was present, not to bring any more letters or papers ashore from the captain, or else they would tie them all up. This was all for this day.

THOMAS HARRIES,
Master, schooner "Norval."

I hereby certify that this is a true statement of the Court proceedings at Penrhyn during the 5th, 6th, and 7th December, 1892.

THOMAS HARRIES,
Master, schooner "Norval."

G. ELDER (cook and steward).

TIAEKI (A.B.).

TIARIKI (A.B.).

BAKI (A.B.).

Witnessed by—JOHN MURDOCH, Trader, Penrhyn Island; WALTER NELSON, Trader, Penrhyn Island.

I hereby certify that this is a true copy of the original documents made by me.

WM. CHAS. MILLER,
Master, schooner "Omoka."

Enclosure No. 10.

COPIES OF LETTERS FROM MR. HARRIES SENT TO THE BRITISH RESIDENT BY MR. GARNIER, COLLECTOR AND SHIPPING MASTER FOR THE COOK ISLANDS GOVERNMENT AT RAROTONGA, COVERING MR. HARRIES'S STATEMENT OF EVENTS AT PENRHYN.

(Received on the 21st February, 1893.)

DEAR SIR,—

Penrhyn Island, 31st January, 1893.

Will you please send these reports to some place where I can get some help, because it is better to be in gaol in any civilised country than to be here without anything to eat, as all I have received from them in two months is two sucking-pigs, 250 coconuts, and about twenty fish; and I am supposed to feed all my crew on this. If it was not for the white residents on the island I would be starved by this time.

Mr. Garnier.

I am, &c.,

THOMAS HARRIES.

P.S.—Please let Donald and Edenborough, at Rarotonga, take a copy of the reports, as I have no writing-paper to send them a copy.—THOMAS HARRIES.

DEAR SIR,—

31st January, 1893.

As I have been imprisoned here for the past two months, I hereby wish you to let the British Government know that there is contagious diseases—it is a form of leprosy. They have a leper island here, but they have no control over it. The healthy people is going over to them nearly every day, and stopping with them all day. There are two children at present in the village amongst the healthy which has got it very badly, and they will not any steps [“take” apparently omitted—F.J.M.] of sending them away, although there has complaints been made to them. Last year H.M. ship “Garnet” was at the island, and the captain would not let the doctor land on the island to see them. At that time they had a law made that anybody who was found to land on the leper island should stop there for good. These children which has it is getting into a bad state, and their parents is on the leper island already. There is also a seaman got it at the North-east Settlement and living amongst the healthy. As Mr. Murdoch is going to Rarotonga by the “Agnes Martin” he may be able to confirm this complaint.

I remain, &c.,

J. H. Garnier, Esq., Health Officer, Rarotonga.

THOMAS HARRIES,

Master, schooner “Norval.”

Enclosure No. 11.

STATEMENT OF JOHN MURDOCH, TRADER AT PENRHYN, BUT NOW ON A VISIT TO RAROTONGA, HAVING ARRIVED AT RAROTONGA BY THE “AGNES MARTIN” ON THE 18TH INSTANT.

21st February, 1893.

WHEN I left Penrhyn, on the 1st February, in the “Agnes Martin,” to come to Rarotonga, by way of Manihiki and Aitutaki, Mr. Harries was still detained by the natives. He was not in confinement, and never had been. He was allowed to go where he liked, so long as he did not leave the island. He lived chiefly on board the “Norval,” sometimes sleeping ashore. Lately he has always slept on board, as he said he was afraid of catching the disease supposed to be leprosy, which has been for some time among the natives. I live on the island myself, and am not afraid of catching it, and, in fact, it is doubtful, and has always been doubtful, whether it is leprosy. The disease is among the natives. It shows itself by great swelling of the head and body, and dark blotches over the body. The disease is a great drawback, though it does not kill the natives. They move about, but are unfit for work. Between ten and twenty cases are isolated on a separate island, but they are visited by a boat, the crew of which go ashore sometimes to see them, when they take supplies for their use. In Omoka, Penrhyn, there are two children whose cases are doubtful, but their father and mother are both isolated in the quarantine island.

Mr. Harries, being afraid of this disease, lives entirely now on board the “Norval.” His wife is with him, and his crew are under his control, and live on board the vessel, but go ashore as they like. The natives prohibit them from bringing written papers from Mr. Harries to the Government ashore. This was because Harries wrote to them warning them that they would be charged \$400 (£60 sterling) per month so long as the vessel was detained. They objected to any more letters being sent to them from that time. They told Mr. Harries if he had anything to say to them to come and say it, but they did not want any writing.

The natives took nothing out of the ship, but left all on board—cargo or provisions—to be dealt with as Mr. Harries might desire. For the first two or three weeks they sent him coconuts occasionally. Latterly they allow him also one live pig per week. The crew feed sometimes on board and sometimes with the natives ashore. The crew are natives of Aitutaki. The cook never comes ashore. He is a West Indian.

The vessel is moored with two anchors in the lagoon, and safe. The “Omoka” (the native schooner, formerly the “Te Uira”) is moored just on the shore-side of her. The master of the “Omoka” is a Scotchman, late mate of the schooner “Goldfinch.” His crew are all Penrhyn natives. The “Omoka” is waiting for the hurricane season to pass before leaving the lagoon. The “Norval” has been covered with a roof of coconut leaves to protect her from the sun. She has also been painted, and is kept in first-class order. I do not know by whom this has been done.

Mr. Harries does not consider himself in any personal danger, nor do I consider him so in any way. But he naturally is anxious to get away, and sees no hope of doing so unless some steps are taken to have his case looked into by some one outside of the Penrhyn Native Government.

I do not know of any application sent by Mr. Harries to any British authority for relief. I should have been certain to know it had he done so. I know only of the papers to which my name was attached as witness, and of a copy of them being sent to Rarotonga, but to whom I do not know.

Witness—H. NICHOLAS.

JOHN MURDOCH.

Enclosure No. 12.

LETTER FROM LLOYD'S AGENT, RAROTONGA, REPORTING SEIZURE OF THE BRITISH SCHOONER “NORVAL” ON THE HIGH SEAS (NEAR PENRHYN), AND ASKING THAT STEPS BE TAKEN FOR HER IMMEDIATE RELEASE; WITH COPY OF REPLY THERETO.

(Received 24th February, 1893.)

SIR,—

Rarotonga, 24th February, 1893.

I have the honour to inform you that the British schooner “Norval,” of 56 tons, official No. 75127, registered and built at Auckland, New Zealand, in 1877, and now owned by

Mrs. Charlotte Donald, of Auckland, New Zealand, was, on Sunday, the 4th day of December last, seized on the high seas by some twenty natives of the Island of Penrhyn, and taken into the lagoon of that island, where she now lies, her master, Mr. Thomas Harries, and his crew being detained as prisoners.

As the nearest British official, I apply to you to take what steps you may consider best for the immediate release of the above-mentioned vessel, in the interest of whoever may have insured her. I do not consider her safe in such a place at this time of the year, and, further, Mr. Harries has written to me that his provisions were at time of writing nearly finished, and requested food be sent him as soon as possible.

I am, &c.,

R. EXHAM, Lloyd's Agent.

Frederick J. Moss, Esq., H.B.M. Resident, Cook Islands Federation, Rarotonga.

[COPY OF REPLY.]

SIR,— Cook Islands, British Residency, Rarotonga, 24th February, 1893.

I have the honour to acknowledge receipt of your letter of this date, applying, as Lloyd's agent, to me, as the nearest British official, "to take steps for the immediate release of the British schooner 'Norval,'" which you say "was seized on the 4th December on the high seas by some twenty natives of the Island of Penrhyn." You add that you make this application "in the interest of whoever may have insured her."

As far back as Saturday last, the 18th instant, I heard by common report of the seizure of this vessel, and at once made all possible inquiry. I am able, therefore, to inform you that the seizure was not by individual natives, but the avowed and deliberate act of the Hau, or Native Government, who are looking for the arrival at Penrhyn of one of Her Majesty's ships to make proper inquiry.

Penrhyn, as you are aware, is beyond my jurisdiction, but I am preparing as full a report as possible for His Excellency the Governor of New Zealand.

Meanwhile I cannot agree with you as to the urgency for immediate action. Mr. Harries, the master of the "Norval," has made no such application, nor given any indication that he considers the vessel in danger, although he has written very fully in other respects.

I have &c.,

FREDERICK J. MOSS,

British Resident.

R. Exham, Esq., Lloyd's Agent, Rarotonga.

Enclosure No. 13.

STATEMENT OF JAMES DONALD, MASTER OF THE BRITISH SCHOONER "AGNES MARTIN," OF AUCKLAND.

British Residency, Rarotonga, 25th February, 1893.

I LEFT Penrhyn Island on the 1st February. I saw the schooner "Norval" at anchor in the lagoon, lying close to the native schooner "Omoka" (late "Te Uira").

So far as risk of shipwreck is concerned, I see no danger. The lagoon is a very safe one. The "Archer," a steamer somewhat larger than the steamer "Richmond," and which I know well (having sailed in her), goes into the lagoon, and lays there with safety.

I did not go on board the "Norval," but frequently met the master, Mr. Harries. He told me that he and his vessel were both detained by force, but that his crew were at liberty to leave whenever they liked. He was not in confinement, but left at large, but not to leave Penrhyn. He was living on board the "Norval." I know nothing about the food or provisions Mr. Harries may have on board the "Norval."

JAMES DONALD,

Master, ketch "Agnes Martin," of Auckland, New Zealand.

No. 8.

PROHIBITION OF ARMS, AMMUNITION, ETC., TO NATIVES OF WESTERN PACIFIC.

Assistant Commissioner H. E. BERKELEY to His Excellency the GOVERNOR.

MY LORD,— High Commissioner's Office, Western Pacific, Suva, Fiji, 5th April, 1893.

I have the honour to forward herewith copy of a regulation which I have passed, with the approval of the Secretary of State, to replace the Arms Regulation of 1884.

Under this regulation the amount of firearms and ammunition permitted to be carried on board a British vessel is increased when there are European passengers on board, and the carriage as cargo of arms and ammunition consigned to and intended only for the use of non-native persons is declared to be one of the "ordinary legal purposes" of a British vessel.

I have, &c.,

H. S. BERKELEY.

His Excellency the Right Hon. the Earl of Glasgow,
Governor of New Zealand.

[No. 1 of 1893.]

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland
Queen, Defender of the Faith, &c.

A REGULATION (made in the Name of and on behalf of Her Britannic Majesty by Her Majesty's Assistant High Commissioner for the Western Pacific, under the Provisions of the Western Pacific Order in Council of 1879) to prohibit the Supply of Arms, Ammunition, and Explosive Substances to Natives of the Western Pacific Islands.

[L.S.] H. S. BERKELEY.

1. In this regulation,—

The expression "Western Pacific" means and includes any of the following islands or places, namely:—

(1.) The group of islands known as the Union Islands, the Phoenix Islands, the Ellice Islands, the Gilbert Islands, the Solomon Islands not included in the German Protectorate, the Santa Cruz Islands.

(2.) All other islands in the Western Pacific Ocean (with the exception of the Tongan and Samoan Islands) not being within the limits of the Colonies of Fiji, Queensland, or New South Wales, and not being within the jurisdiction of any civilised Power.

The expression "the waters of the Western Pacific Islands" means the waters within three miles of any of the islands or places included in the Western Pacific Islands.

The word "arms" means every kind of firearms, and any part or parts of firearms.

The word "ammunition" means every kind of ammunition for firearms, and any material for the preparation thereof.

The expression "explosive substance" means gunpowder, nitro-glycerine, dynamite, gun-cotton, blasting-powder, and every other substance used or manufactured with a view to produce a practical effect by explosion.

The word "native" shall mean and include any native of any island in the Pacific Ocean other than a person of European descent.

2. British vessels within the waters of the Western Pacific Islands shall not carry arms or ammunition. But this provision shall not be held to prevent or forbid the carriage by any such vessel for the protection of the same, and of the persons therein, and otherwise for the ordinary lawful purposes of such vessel, of arms and ammunition in quantities not exceeding those herein specified—viz., one rifle or shot-gun and one pistol for every member of the crew of such vessel whose names shall be on the articles, and for every *bona fide* passenger (other than a native) on board such vessel; one hundred rounds of ammunition for every such rifle, shot-gun, or pistol on board; cannons or swivel-guns forming part of the ordinary equipment of any such vessel, together with one hundred rounds of ammunition for every such gun. The carriage of arms and ammunition as cargo, consigned to, and intended only for the use of, a person (other than a native) resident within the Western Pacific Islands, shall be deemed to be an ordinary lawful purpose of such vessel, provided always that the total amount of arms and ammunition carried on board such vessel shall not exceed the above-specified quantities.

3. British subjects within the Western Pacific Islands shall not give, sell, or otherwise supply any arms, ammunition, or explosive substance to any native.

4. Any British subject who shall carry, or aid or abet the carriage of, any arms or ammunition in any British vessel within the waters of the Western Pacific Islands, except as permitted by this regulation, shall be guilty of an offence against this regulation.

5. Any British subject within the Western Pacific Islands who shall give, sell, or otherwise supply, or aid or assist in supplying, any arms, or any single firearm, or any ammunition or explosive substance, to any native, shall be guilty of an offence against this regulation.

6. Any person guilty of an offence against this regulation shall, on conviction thereof, be liable to punishment, as follows: (1) Imprisonment for any term not exceeding three months, with or without hard labour, and with or without a fine not exceeding ten pounds; or (2) a fine alone, not exceeding ten pounds, without any imprisonment.

7. Regulation No. 1 of 1884, intituled "A Regulation to prohibit the Supply of Arms, Ammunition, and Explosive Substances to Natives of the Western Pacific Islands," is hereby repealed; but any offence against such regulation committed before the coming into force of this regulation may be dealt with, and shall be punishable, as if such regulation were still in force.

8. This regulation shall come into force on the first day of June, in the year of our Lord one thousand eight hundred and ninety-three, and may be cited as "The Arms Regulation, 1893."

Given this fifth day of April, in the year of our Lord one thousand eight hundred and ninety-three.

By command.

WILFRED COLLET,
Secretary to the High Commissioner.

Approximate Cost of Paper.—Preparation, not given; printing (1,300 copies), £12 10s.

By Authority: SAMUEL COSTALL, Government Printer for the time being, Wellington.—1893.

Price 9d.]

