

On the 30th November, 1878, a sum of £1,000 is charged in Young's cash-book as paid to the Te Puke Natives on account of the Te Puke Block, and on the 2nd of December a further sum of £1,000 is charged in precisely the same manner. These two sums, making up £2,000, though charged as paid on different dates, were in reality paid, or partly paid, over to the Natives—as appears by their evidence, confirmed by the office-diary—on the 30th of November. On that date the Natives assembled, apparently by invitation from Young, to receive the final balance of £2,000 payable for the Te Puke Block. The money was paid to them partly in notes of the National Bank and partly in notes of the Bank of New Zealand; for, although both the cheques for £1,000 were drawn on Mr. Young's official account at the Bank of New Zealand, he discounted or cashed one of them at the National Bank, although the bank on which the cheque was drawn was not fifty yards distant.

According to the evidence of Hakaraia Tipene and Maibi Pohepohe, it would appear that, although £2,000 was alleged to have been paid, Mr. Young placed on the table only £1,950, contained in nineteen books with one hundred notes in each, and one book of fifty notes. I examined the Natives closely on this point on a subsequent occasion, and as some of them then expressed doubt on the subject, and others did not know at all what the total sum divided was, being anxious only as to their allotted share, I did not feel in a position to pursue the matter further, and only refer to it as one of the many cases in which Mr. Young's proceedings were, at the least, doubtful.

On the division of the amount (which took place in the Land Purchase Office), the Natives state that they handed back to Mr. Young £100 for payment to Te Warena as his share of the money, he not being present; and they also handed back a sum of £50 to be paid to Hohaia Tarakawa as his share, he also not being present on the occasion. This sum of £50 Hohaia asserts most positively that he never received.

It appears that Mr. Young informed him by letter that this sum awaited his receipt; but Hohaia declined to receive it, on the ground that it was an inadequate payment for his interest in the block. He states that he was in Tauranga on the day when the money was divided, but that he would not go to the office to receive it. Entries in the office-diary show that correspondence took place with Tarakawa as to his claim, and it was ultimately arranged that he should receive £150, which sum he said he received on the 27th of February, 1879. A cheque for this £150 was drawn on Mr. Young's official account on the 27th of February, and the payment is entered in the cash-book as made on that date.

The claim of Tarakawa being thus settled by a specific payment of £150 after all the other claimants had been finally paid, the £50 handed back to Mr. Young on the 30th November should have been repaid to his account at the bank, and debited in his cash-book. No such repayment was made, nor did Mr. Young bring the amount to charge in his cash-book, and the money is to this moment unaccounted for.

The cases of Nuku Paura and Maraia Maraki so nearly resemble each other that they may be described together. The two Natives referred to—the one a man and the other a woman—were each entitled, in common with a number of others, to a payment of £15 as their shares of the purchase-money of the Waitahanui Block. £15 each was all that these two persons were entitled to, and, as they most positively allege, was all that they ever received. They were, however, charged in Young's cash-book with two sums of £15 each—namely, one each on the 15th of March and one each on the 26th of April; and, knowing that all other claimants in Waitahanui had only received one sum of £15 each, the fact of two sums being charged to these persons struck me as peculiar. I caused inquiry to be made of the Natives themselves, and was informed by each that *each* was entitled to, and had received, only one sum of £15. They each admitted the signature to the vouchers of the 15th of March, and each resolutely denied the signatures to those of the 26th of April. In the case of Maraia Maraki, the signatures to the two vouchers sent in by Mr. Young as hers are as unlike as they can well be, while in the case of Nuku Paura, not only are the signatures absolutely dissimilar as to the formation and connection of the letters, but the name in one voucher (admitted) is signed Nuku Paura and in the other (denied) Nuku Paoro.

I will next refer to the case of Te Mapu te Amotu, a chief of the highest rank among the Arawas, and resident at Maketu, where I examined him as to the several sums of money he had received from Mr. Young. He admitted the receipt of various sums of money, and also the signatures to the vouchers; but he strenuously denied the receipt of a sum of £13 and one of £7 with which he is charged in Young's cash-book on the 24th of March and the 26th of April, 1879, respectively. Te Mapu denied the signature to the voucher for £7, but admitted that to the voucher for £13. He said he never received any money whatever from Young—all moneys paid to him were paid by Warbrick; but he never at any time received a sum of £7. And he added with emphasis, "Kahore rawa! Kahore rawa! Kahore rawa!"

I may add that he was equally positive as to the non-receipt of the £13, but the entry is one of those made in connection with a payment to Warbrick's No. 2 account; and, on account of the specially-involved character of this particular transaction, I did not think it expedient to pursue the case in Court.

It is remarkable that the items—Te Mapu te Amotu, £7; Nuku Paura, £15; and Maraia Maraki, £15—represent three out of thirteen sums charged in Young's cash-book on the 26th and 28th of April, making up a total of £96 4s. The cheques drawn in respect of this £96 4s. were two in number—one, No. 7,663, for £64 19s., paid to an account at the Bank of New Zealand designated "A. Warbrick, No. 2 account;" and one, No. 7,661, for £31 5s., paid to Mr. Young's private account at the National Bank. In the pass-book of Warbrick's No. 2 account no charge is made of any cheque of £7 for Te Mapu, nor of any cheque of £15 for Nuku Paoro, or for Maraia Maraki. There is a debit of a cheque for £10 to Te Mapu te Amotu, on the 26th of April; but this cheque for £10 was dated the 25th of March, and was paid into the bank, as is shown by the lodgment slip, as part of a sum of £41 5s. (£31 5s., cheque No. 7,661; and £10 cheque on Warbrick's No. 2 account) lodged to Young's private account at the National Bank, and is the cheque referred to in the case of Hohapata, to which I shall refer presently.

The next case to which I shall refer is that of Hohapata Whanarere, a chief residing at Maketu, who was examined by me at that place as to the moneys he had received from Mr. Young; and who,