

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.

I have, &c.,

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