

THOMAS WILLIAM CARR: A TE AROHA STOREKEEPER AND
SPECULATOR

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Abstract: *Thomas William Carr arrived in New Zealand in January 1881 accompanied by his large family and, reportedly, with extensive business experience and a large amount of capital. After first settling at Gisborne he moved to Te Aroha in mid-1882, acquiring land in the township and nearby and establishing stores at Te Aroha, Waiorongomai, Quartzville, and Shaftesbury. He was involved in a variety of commercial activities, and invested in local mining. He was also prominent in the community in general, including in the Anglican church.*

In early 1883, it all fell apart. After being adjudged bankrupt, He was shown to have been careless and indeed reckless in running his businesses; and instead of having large amounts of capital at his disposal, he had started with no capital at all, prompting suggestions of fraudulent dealings. After others acquired his properties and businesses, he fled New Zealand to try his luck in Australia.

Others involved with him also went bankrupt, for his bankruptcy was by no means unusual.

THE ARRIVAL OF THE CARR FAMILY IN NEW ZEALAND

Thomas William Carr, an Englishman, was aged 45 in 1881, the year he arrived in New Zealand, and was married to Esther Mary Pattison, also English, who was six years younger.¹ Leaving from North Shields, they arrived in Tauranga on 2 January 1881 on the 'Lady Jocelyn' along with others intending to settle on George Vesey Stewart's Katikati and Te Puke settlements.² When they took up land in the Grant and Foster settlement at Shaftesbury, upriver from Waiorongomai,³ in July 1882, they had ten children: John Ormiston, aged 17, Frank Pattison, 15, Frederick, 14, Thomas William, 12 1/2, Arthur Bertram, 11, Stanley, 9, Ethel Margaret, 7,

¹ Birth Certificate of Herbert Carr, 24 March 1883, 1883/677, BDM.

² *Auckland Star*, 3 January 1881, p. 2, 5 January 1881, p. 3; *Bay of Plenty Times*, 4 January 1881, p. 2.

³ See paper on special settlements in the Te Aroha district.

Isabel Marian, 6, Septimus (the seventh son), 4, and Octavius (the eighth son), 18 months.⁴

Four months after their arrival in New Zealand, the *Poverty Bay Herald* welcomed him to Gisborne, where he had purchased the ‘extensive business’ of Graham and Co, ‘merchants, stock and station and general agents. In this addition to our strength as a community, the Bay has secured a gentleman of large commercial experience, not alone in England, but in other European countries’. Since arriving in the colony, he had ‘visited many parts of New Zealand with a view to settlement’. As he had brought capital and had ‘the advantage of a large commercial connection at Home’, the newspaper wished him success.⁵ In the same edition, an advertisement for T.W. Carr & Sons announced his purchase of Graham and Co, with the exception of its wine and spirits business (a reflection of his temperance principles).⁶ He also became a draper and a shipping agent.⁷ Other merchants took over his firm at the beginning of July 1882.⁸

SETTLING IN TE AROHA

In early June 1882, the *Te Aroha Mail* announced that Carr had ‘recently come amongst us’, having purchasing Edward O’Brien Moore’s grocery and drapery business.⁹ He would become a wholesale merchant once these premises were enlarged and improved. That he was wealthy was indicated by his accepting a tender of £750 to erect a ‘villa residence of nineteen rooms at Manawaru’, across the river from Shaftesbury, which had been ‘elegantly arranged and designed’ by Henry Crump,¹⁰ Te Aroha’s resident civil engineer and architect.¹¹

⁴ Register of Land Orders by Messrs Grant and Foster, Te Aroha, Lands and Survey Department, LS 22/2, ANZ-W; *Auckland Star*, 3 January 1881, p. 2.

⁵ *Poverty Bay Herald*, 21 April 1881, p. 2.

⁶ Advertisement, *Poverty Bay Herald*, 21 April 1881, p. 2.

⁷ *Poverty Bay Herald*, 28 May 1881, p. 3, 30 May 1881, p. 2, advertisement, 20 June 1881, p. 4.

⁸ Advertisement, *Poverty Bay Herald*, 5 July 1882, p. 3.

⁹ For this business, see *Thames Advertiser*, 30 November 1880, p. 3.

¹⁰ *Te Aroha Mail*, 10 June 1882, p. 2.

¹¹ See ‘Thames Gossip’, *Observer*, 1 September 1894, p. 23.

Their only child to be born in New Zealand, Herbert, was born at Te Aroha in March 1883 and baptized as an Anglican on the same day.¹² Their children attended the local school, but Carr had sufficient funds to be able to provide additional private teaching.¹³

LAND AND PROPERTY

On 15 July 1882, Carr was granted 1,493 acres of the Grant and Foster block at Shaftesbury, for which he would have to pay £2,538 2s.¹⁴ He paid a deposit of £1 per acre.¹⁵ The value of this freehold land, registered in the name of T.W. Carr and Sons, merchants, was £4,760 in October 1882 and £6,750 five months later.¹⁶

Carr abandoned his plan to erect a house at nearby Manawaru, instead erecting one halfway between Te Aroha and Waiorongomai for what was meant to be £1,500 but ended up costing about £2,000.¹⁷ It was described as ‘very large’ and sited on ‘very good land’. Of 17 rooms, it had ‘two fine conservatories, one on the north and another on the south side’, and was likened to ‘a residence as one would only expect to see in Remuera, or some equally fashionable suburb of Auckland’.¹⁸ After the family left the district, this ‘most desirable property’ was described as being ‘suitable for a gentleman of means’, for the house, situated on a ‘natural terrace’, was ‘fitted with every convenience’, including ‘hot and cold water pipes’. Each conservatory contained a vinery.¹⁹ However, just like the cheapest Te Aroha

¹² Birth Certificate of Herbert Carr, 24 March 1883, 1883/677, BDM; Church of England, Register of Baptisms, Hamilton East District 1879-1908, no. 37, Anglican Diocesan Archives, Hamilton.

¹³ Te Aroha School, Class List 1882, YCAF 4135/7a, ANZ-A.

¹⁴ Register of Land Orders by Messrs Grant and Foster, Te Aroha, Lands and Survey Department, LS 22/2, ANZ-W; see also Lands and Survey Department, Allotment Book 13, folios 139, 143, Land Information New Zealand, Hamilton; *Te Aroha News*, 14 July 1883, p. 2.

¹⁵ *Thames Star*, 21 April 1883, p. 6.

¹⁶ *A Return of the Freeholders of New Zealand ... October 1882* (Wellington, 1884), p. C 18; *Thames Star*, 16 March 1883, p. 2.

¹⁷ *Te Aroha Mail*, 10 June 1882, p. 2; *Thames Advertiser*, 10 June 1882, p. 3, 11 October 1888, p. 3.

¹⁸ Special Reporter, *Thames Advertiser*, 11 October 1888, p. 3.

¹⁹ *Te Aroha News*, 26 March 1887, pp. 2, 3, *Te Aroha News*, 23 January 1889, p. 2.

house, it was not immune to the local gales; its roof was blown off less than a year after being erected.²⁰

An 1887 advertisement stated that the house had 75 acres of leasehold land attached, 'rent nominal'. Carr had fenced and grassed most of it.²¹ When the flax swamp on part of the land was drained, it was expected to produce good soil.²² That the rent was 'nominal' reflected the fact that it was part of the Hori More Block, leased in 1882 by a farmer, Charles Stanislaus Stafford, and a commission agent, Henry Ernest Whitaker,²³ from Hori More and other Maori.²⁴ Their rental for this block of 740 acres was only £20 8s per annum.²⁵ Such low rentals were typical, judging by a press comment about Stafford and Whitaker leasing the Wairakau Block, upstream from Waiorongomai, from Ngati Rahiri: they had obtained it 'at a rental of considerably under one shilling per acre, if we mistake not'.²⁶ When Grant and Foster were negotiated to purchase 17,000 acres, they offered £1 10s per acre, 'a fair offer, as a portion of the land is swamp, while there is also some broken ground'.²⁷ A valuation estimated it to be worth from £1 13s to £1 14s per acre, which became the agreed price;²⁸ 'a good bargain', stated one editorial.²⁹

During the third quarter of 1882, Carr purchased the timber on Section 5 of Block V of the Aroha Block, at its northern extremity near Mangaiti,³⁰ by paying £150 to Ngati Rahiri. In October, a local solicitor,

²⁰ *Thames Advertiser*, 27 July 1883, p. 3.

²¹ Advertisement, *Te Aroha News*, 26 March 1887, p. 3.

²² Special Reporter, *Thames Advertiser*, 11 October 1888, p. 3.

²³ See paper on Harry and Charles: Henry Ernest Whitaker and Charles Stanislaus Stafford.

²⁴ Harry Kenrick to Paymaster General, 13 June 1883, Thames Native Agent's Letterbook 1883-1893, pp. 18-19, BACL 14458/2a, ANZ-A.

²⁵ Thames Warden's Court, Thames Native Agent's Letterbook 1883-1898, p. 14, BACL 14458/2a; Te Aroha Gold Field, Native Land Blocks 1880-1895: Hori More Block, p. 63, BAFV 13781/1a, ANZ-A; Aroha Block 1X Section 14, H979, Maori Land Court, Hamilton; Aroha Block, Schedule No. 1, 1878; Memorandum by E.W. Puckey, 9 July 1879, Maori Affairs, MA 1, 13/86, ANZ-W.

²⁶ *Thames Advertiser*, 25 July 1882, p. 2.

²⁷ *Auckland Weekly News*, 2 October 1880, p. 21.

²⁸ *Auckland Weekly News*, 9 October 1880, pp. 9, 18-19.

²⁹ Editorial, *Auckland Weekly News*, 9 October 1880, p. 16.

³⁰ *Te Aroha News*, 18 February 1911, p. 3.

Henry Elmes Campbell,³¹ obtained a lease of the land itself for Carr. Nearly four months later Carr lodged an objection under the Native Lands Frauds Prevention Act of 1881 with the Trust Commissioner, who was also the magistrate, asking for the refund of the £302 advanced to Campbell to secure the lease.³² His reason was that Campbell ‘had supplied to the Lessors large quantities of beer and spirituous liquors without my knowledge and consent and charged me therefore in his account against me as a portion of the expenses of obtaining the said Lease’.³³ This appears to have been a genuine moral stance on his part rather than an attempt to escape from a financial obligation. Carr, an Anglican, had come to New Zealand as a member of what was intended to be a Christian community, with a temperance hotel and a Young Men’s Christian Association reading room replacing the usual hotel and named Shaftesbury after a leading Evangelical reformer.³⁴ The transaction was cancelled, Carr retaining ownership of the bush.³⁵ In October 1882, he leased lot 9 of the Thames High School Endowment, just over 26 acres, bordered on the Waihou River, with the public road to the punt traversing it.³⁶ Two months later, it was transferred to Denis Murphy,³⁷ a farmer and contractor.³⁸ A surveyor sued Carr in November 1882 for not paying the costs of surveying some of the land; for reasons unrecorded in the press, the surveyor was non-suited.³⁹

Carr also acquired business and residence sites, most as investments. As he lived outside the town, he did not need a residence site; however, in October he gave a mortgage over one in Lipseytown held by Joseph

³¹ See paper on Maori land in Hauraki.

³² T.W. Carr to Harry Kenrick, 31 January 1883, Applications 1883, BBAV 11591/1a, ANZ-A; *Thames Advertiser*, 5 May 1883, p. 3.

³³ T.W. Carr (per Joshua Cuff) to Harry Kenrick, 31 January 1883, Te Aroha Warden’s Court, General Correspondence 1883, BBAV 11584/2a, ANZ-A.

³⁴ *New Zealand Herald*, 14 December 1880, p. 5; *Waikato Times*, 10 January 1882, p. 2.

³⁵ See *Thames Star*, 29 May 1883, p. 2.

³⁶ *Thames Advertiser*, 10 October 1882, p. 3; D.H. Bayldon’s 1882 map, Aroha 1912B, and ML154, Land Information New Zealand, Hamilton.

³⁷ Thames High School Board of Governors, Minutes of Meeting of 3 December 1882, High School Archives, Thames.

³⁸ See paper on his life.

³⁹ Te Aroha Magistrate’s Court, Civil Record Book 1881-1884, 74/1882, BCDG 11221/1a, ANZ-A.

Williams, a miner.⁴⁰ Williams cannot have paid the interest, because four months later Carr gained possession of it.⁴¹ At Te Aroha, he acquired 13 business sites between April 1882 and the following March,⁴² at Waiorongomai he acquired three, two of them in April 1882,⁴³ and at what became Quartzville he applied in June that year for a business site on the Arizona claim.⁴⁴ The most potentially profitable sites were allotments 1 to 4 in Block X11 of Te Aroha, on the corner of Rolleston and Whitaker Streets and opposite the domain.⁴⁵ For 18 months before selling these sections to Carr in June 1882, Edward O'Brien Moore, a master mariner turned storekeeper,⁴⁶ had erected shops, stores, stables and other buildings for his 'extensive storekeeping business'.⁴⁷ Moore constructed his 'large handsome shop' at the time of the rush: measuring 30 by 33 feet, it had two show windows.⁴⁸ For allotments 1 and 3 and the buildings thereon, Carr paid £600;⁴⁹ the total amount for acquiring all Moore's property was about £2,000.⁵⁰ Moore had sold his business 'very advantageously', it was considered.⁵¹ The full value of these properties was revealed in March 1883,

⁴⁰ Te Aroha Warden's Court, Rent Register 1881-1900, folio 26, BBAV 11501/1a, ANZ-A.

⁴¹ Te Aroha Warden's Court, Register of Plaints 1880-1898, 5/1883, BBAV 11547/1a, ANZ-A.

⁴² Te Aroha Warden's Court, Register of Applications 1880-1882, folio 169, nos. 113, 114, folio 187, no. 190A, folio 188, no. 192, folio 189, nos. 197, 198, folio 199, nos. 243, 244, BBAV 11505/3a; Rent Register 1881-1900, folios 65, 170, 175, 176, 204, 205, 395, 396, 413, 414, 424, 425, BBAV 11501/1a, ANZ-A.

⁴³ Te Aroha Warden's Court, Register of Applications 1880-1882, folio 169, nos. 109-110, BBAV 11505/3a; Rent Register 1881-1900, folios 172, 422, 423, BBAV 11501/1a, ANZ-A.

⁴⁴ Te Aroha Warden's Court, Register of Applications 1880-1882, folio 188, no. 195, BBAV 11505/3a; Rent Register 1881-1900, folio 173, BBAV 1150a/1a, ANZ-A.

⁴⁵ See map appended to Te Aroha Warden's Court, Transfers and Assignments 1882, 509/1882, BBAV 11581/2a, ANZ-A.

⁴⁶ For his career as a master mariner, see *Thames Advertiser*, 20 November 1877, p. 3, 24 August 1880, p. 2, 30 November 1880, p. 3, 1 April 1881, p. 2.

⁴⁷ *Thames Advertiser*, 10 June 1882, p. 2.

⁴⁸ *Thames Advertiser*, 30 November 1880, p. 3.

⁴⁹ Te Aroha Warden's Court, Transfers and Assignments 1882, 509/1882, BBAV 11581/2a, ANZ-A.

⁵⁰ *Thames Star*, 23 October 1883, p. 2.

⁵¹ Supreme Court, *New Zealand Herald*, 23 October 1883, p. 6.

when the Bank of New Zealand gave a mortgage of £11,363 over them plus one Waiorongomai allotment with building.⁵²

MERCHANT

When he purchased Moore's store, Carr announced that he would 'expend a considerable sum of money', estimated as £1,500, 'in extending the premises', which were 'already the largest of the kind in the district'.⁵³ The altered store and its stock was valued in March 1883 at £3,132.⁵⁴ Later in 1882 he bought James Lavery's extensive ironmongery business;⁵⁵ this was valued the following year at £2,243, with extra stock worth £1,500.⁵⁶

At Waiorongomai, his store was described as a 'very good building', especially in comparison with the others.⁵⁷ It was managed by James Soppett;⁵⁸ it plus an adjacent house were valued in 1883 at £923.⁵⁹ By then, Carr had a large and a small store there, the latter being a butchery, valued at £1,070,⁶⁰ managed by Robert Mackie.⁶¹ Being constructed 'on skids so as to easily removable',⁶² it indicated his lack of faith in the long-term prospects of Waiorongomai and its goldfield. At Quartzville, he erected stables and other buildings, including 'the Hill Store', the value of which and its stock being estimated in 1883 at £300.⁶³ In addition to the normal provisions supplied to miners living on 'the hill', his 'kitchen garden'

⁵² Te Aroha Warden's Court, Certified Instruments 1883, 99/1883, BBAV 11581/3a, ANZ-A.

⁵³ *Thames Advertiser*, 10 June 1882, p. 3.

⁵⁴ *Thames Star*, 16 March 1883, p. 2.

⁵⁵ *Te Aroha News*, 28 January 1888, p. 2; for Lavery's store, see *Thames Advertiser*, 28 September 1881, p. 2.

⁵⁶ *Thames Star*, 16 March 1883, p. 2.

⁵⁷ *Waikato Times*, 20 March 1883, p. 3.

⁵⁸ See paper on the temperance movement in the Te Aroha district.

⁵⁹ *Thames Star*, 16 March 1883, p. 2.

⁶⁰ *Thames Star*, 16 March 1883, p. 2; *Te Aroha Mail*, n.d., reprinted in *New Zealand Herald*, 17 May 1883, p. 5; *Te Aroha News*, 9 June 1883, p. 3, 1 September 1883, p.2, 22 March 1884, p. 2.

⁶¹ See paper on Robert and Elizabeth Mackie.

⁶² *Te Aroha News*, 1 September 1883, p. 2.

⁶³ Estate of T.W. Carr to G.H. Applegate and A.F. James, 22 January 1884, Te Aroha Warden's Court, Certified Instruments 1884, BBAV 11581/5a, ANZ-A; *Thames Star*, 16 March 1883, p. 2.

provided vegetables.⁶⁴ And in September 1882 he erected a 'large' store at Shaftesbury,⁶⁵ later taken over by John Squirrell.⁶⁶

Carr and Son's was the local agent for the Thames River Steam Navigation Company.⁶⁷ He took over this work from Lavery, and his acquiring Moore's store may have assisted his becoming the agent, for Moore was a director of the company.⁶⁸ For guaranteeing payment of all freight and collecting and accounting for the same every two months, Carr and Sons received a 15 per cent commission.⁶⁹ Carr held an interest, of £96, in a small river steamer servicing the Shaftesbury settlers.⁷⁰

He was also a timber merchant, erecting a sawmill within the township. He was permitted to lay a tramway across Rewi Street to carry his 45-ton plant to it.⁷¹ A. & G. Price of Thames provided the boiler and machinery, and the mill was ready for work in late September 1882.⁷² A water race was erected.⁷³ By January 1883, he was cutting timber on Section 5 Block V of the Aroha Block.⁷⁴ The sawmill was valued at £1,500,⁷⁵ and in May the 'Mill Machinery, Logs, Standing Timber, PT and G Timber, Bullock Tram and Tramway' was valued at £2,411.⁷⁶ He took the disused Te Aroha punt to the Waiorongomai Landing, where their timber yard was situated, thereby enabling settlers at Te Aroha West to take their timber

⁶⁴ *Observer*, 18 November 1882, p. 153.

⁶⁵ *Auckland Weekly News*, 30 September 1882, p. 21.

⁶⁶ See paper on his life.

⁶⁷ For example, advertisement, *Te Aroha News*, 9 June 1883, p. 2.

⁶⁸ Company Files, BADZ 5181, box 34 no. 207, ANZ-A; *Thames Advertiser*, 17 May 1881, p. 2.

⁶⁹ *Waikato Times*, 28 April 1883, p. 2.

⁷⁰ *Thames Star*, 16 March 1883, p. 2.

⁷¹ Piako County Council, Minutes of Meeting of 28 July 1882, Matamata-Piako District Council Archives, Te Aroha; *Waikato Times*, 18 March 1884, p. 2.

⁷² *Thames Advertiser*, 22 August 1882, p. 2; A. & G. Price, Journal 1881-1887, folio 141, 16 September 1882, A. & G. Price Archives, Thames.

⁷³ Te Aroha Warden's Court, Register of Applications 1880-1882, folio 198, no. 237, BBAV 11505/3a, ANZ-A; *Thames Star*, 23 August 1882, p. 3.

⁷⁴ T.W. Carr to Harry Kenrick, 31 January 1883, Applications 1883, BBAV 11591/1a, ANZ-A.

⁷⁵ *Thames Star*, 16 March 1883, p. 2.

⁷⁶ Advertisement, *Thames Star*, 9 May 1883, p. 3.

across the river.⁷⁷ This timber yard was managed by Denis Murphy,⁷⁸ who later took over this punt at what became known as Murphy's Landing.⁷⁹

MINING INVESTMENTS

Carr had interests in two claims at Te Aroha. On 19 June 1882, he was registered as an owner of the Bonanza, with seven and a half shares: by 1 November, he had sold four for £106 10s.⁸⁰ In October, he chaired a shareholders' meeting that resolved to form a company, of which he was an interim director.⁸¹ This company was never formed, and in February the following year a receiver wound up the partnership.⁸² Also in October 1882, he was one of the five owners of the Golden Fleece, and became a trustee for some shareholders; it was abandoned after a few months.⁸³

He also held six interests in Waiorongomai claims. In May 1882, when still a merchant at Gisborne, he acquired his first scrip shares, 500 of the 20,000 in the Eureka Company.⁸⁴ Two months later, he purchased half of one share in Diamond Gully for £45, and in October a quarter of a share for £20.⁸⁵ These interests were transferred to the Diamond Gully Company in November and became 750 of the 20,000 scrip shares.⁸⁶ In July, he bought a share in the Queen of Beauty for £38, which the following month was

⁷⁷ Piako County Council, Minutes of Meeting of 29 September 1882, Matamata-Piako County Council Archives, Te Aroha; Piako County Council, *Waikato Times*, 30 September 1882, p. 2; *Te Aroha News*, 18 February 1911, p. 3.

⁷⁸ *Te Aroha News*, 6 February 1886, p. 2.

⁷⁹ For the punt at Murphy's Landing, see *Waikato Times*, Piako County Council, 30 September 1882, p. 2, Piako County Council, 17 May 1883, p. 2, 16 August 1883, p. 2.

⁸⁰ Te Aroha Warden's Court, Register of Te Aroha Claims 1880-1888, folio 254, BBAV 11567/1a, ANZ-A.

⁸¹ *Thames Advertiser*, 23 October 1882, p. 2.

⁸² Te Aroha Warden's Court, Register of Te Aroha Claims 1880-1888, folio 254, BBAV 11567/1a; Transfers and Assignments 1882, BBAV 11581/1a, ANZ-A.

⁸³ Te Aroha Warden's Court, Register of Te Aroha Claims 1880-1888, folios 269, 273, BBAV 11567/1a, ANZ-A.

⁸⁴ *New Zealand Gazette*, 18 May 1882, p. 728.

⁸⁵ Te Aroha Warden's Court, Register of Licensed Holdings 1881-1887, folio 4, BBAV 11500/9a; Transfers and Assignments 1882, BBAV 11581/2a, ANZ-A.

⁸⁶ *New Zealand Gazette*, 14 December 1882, p. 1885 [his first name recorded as John].

transformed into 750 of 20,000 shares in the Vulcan Company.⁸⁷ In August, he held one-twentieth of the interests in the Colonist Company and was elected a director.⁸⁸ In October he acquired a share in the Waitoki Extended, for an unrecorded sum, and a week later encouraged others to take up shares by displaying quartz in his store.⁸⁹ The following month, he was allotted 500 of 17,000 scrip shares in the Waitoki Extended Company.⁹⁰ The last company in which he held shares was the Navy; he held 300 out of 30,000 when it was registered in October.⁹¹ In March 1883, the combined value of these shares was estimated at £700.⁹²

INVOLVEMENT IN THE COMMUNITY

Carr was a shareholder and director of the Te Aroha Public Hall and Reading Room Company.⁹³ A member of the first Hot Springs Domain Board,⁹⁴ he was also a vice-president of the Te Aroha Jockey Club.⁹⁵ Elected to the vestry of St Mark's Church of England in September 1882, three months later the bishop visited his household and partook of 'their kind hospitality'.⁹⁶ The following February, he was appointed Minister's Warden.⁹⁷

BANKRUPT

⁸⁷ Te Aroha Warden's Court, Register of Licensed Holdings 1881-1887, folio 56, BBAV 11500/9a; Transfers and Assignments 1882, BBAV 11581/2a, ANZ-A; *New Zealand Gazette*, 17 August 1882, p. 1132.

⁸⁸ *New Zealand Gazette*, 10 August 1882, p. 1101; Company Files, BBAE 10286/11c, ANZ-A.

⁸⁹ Te Aroha Warden's Court, Register of Licensed Holdings 1881-1887, folio 88, BBAV 11500/9a, ANZ-A; *Waikato Times*, 28 October 1882, p. 2.

⁹⁰ *New Zealand Gazette*, 14 December 1882, p. 1885.

⁹¹ *New Zealand Gazette*, 19 October 1882, p. 1522.

⁹² *Thames Star*, 16 March 1883, p. 2.

⁹³ Company Files, BADZ 5181, box 41 no. 259, ANZ-A; *Thames Advertiser*, 4 November 1882, p. 3.

⁹⁴ *Auckland Weekly News*, 23 December 1882, p. 17.

⁹⁵ *Waikato Times*, 1 March 1883, p. 3.

⁹⁶ *Church Gazette*, October 1882, p. 94, January 1883, p. 6.

⁹⁷ *Waikato Times*, 27 February 1883, p. 2.

In late 1882, when the Bank of Australasia recorded Carr as an acceptor of a promissary note for £1,681, an official noted that he had ‘means. Considered an excellent risk’.⁹⁸ However, early the following year ‘the Carr comet ... burst, and only the stick’ remained.⁹⁹ On 15 March, a ‘largely attended’ meeting of his creditors was held at the Auckland office of Richard Knibb Davis, an accountant who also invested in unsuccessful claims at both Te Aroha and Waiorongomai.¹⁰⁰

In answer to questions put, Mr T.W. Carr stated that he was sorry to have to call his creditors together, but it was owing to the fact that he had gone too far beyond his capital, and dullness of business since Christmas. Had he been able to realise upon his property, he would have been able to have carried on, but pressure from the bank compelled him to take the step. He had promised to give the Bank of New Zealand security over his stock and furniture, as security for any overdraft he might desire. That was in July last. He gave the security asked, whilst on his way to Auckland, at the Thames, on the 3rd instant [3 March]. He was not well aware what he signed, whether it was a bill of sale or not, as he did not read it. It was some printed form. It was after his bills were dishonoured that he gave the security. He could not say what the security embraced, in the way of property and stock. No arrangement was made for his bills to be honoured when he signed the security. There was a mortgage held by Grant and Foster, over certain lands.

One creditor asked whether he ‘could point out over what properties the bank held security for the enlightenment of those present’, who were ‘working completely in the dark’. After ‘a number of gentlemen expressed themselves as dissatisfied with the manner in which this security was given to the bank, and that the estate seemed very confused’, Davis reported that, after speaking to some creditors, he had gone to Te Aroha. ‘Upon arrival there, he at once saw that it was in a hopeless state of confusion’, and had

⁹⁸ Bank of Australasia, Half-Yearly Balance Books: Advances and Securities of Auckland Branch to 16 October 1882, 1138, Australia and New Zealand Bank Archives, Wellington.

⁹⁹ ‘Te Aroha’, *Observer*, 21 April 1883, p. 76.

¹⁰⁰ For his involvement in the Te Aroha rush, see Te Aroha Warden’s Court, Miner’s Right no. 393, issued 25 November 1880, Miners’ Rights Butt Book 1880, BBAV 11533/1a, ANZ-A; *New Zealand Gazette*, 20 January 1881, p. 111; for his poor choice of claims at Waiorongomai, see Te Aroha Warden’s Court, Register of Licensed Holdings 1881-1887, folios 133, 144, 147, 148, BBAV 11500/9a, ANZ-A.

instructed a local solicitor, Joshua Cuff,¹⁰¹ 'to draw up a deed of arrangement in his favour, which Mr Carr signed'. Davis assured them that he did not want 'to force himself into the position of trustee, but he acted solely in the interests of all the creditors, as he could see that if prompt steps were not taken much of the stock might be taken "per contra," by local creditors'. After 'considerable discussion', Davis was elected trustee of the estate with a 'committee of advisers' of three Auckland merchants and one from Thames.¹⁰² At Te Aroha, the store was closed 'and a posse of bailiffs' waited for daylight on Monday 19 June 'to make a seizure'.¹⁰³

The assets were estimated at £30,274.¹⁰⁴ This included book debts of £4,700, meaning debtors who had obtained purchases on credit would have to be sued to obtain payment. He owned 1,500 acres of land at Te Aroha and an unspecified area of the Grant and Foster block; as both were valued at £6,750, the same area of land had been recorded twice (adding up all the assets including this double entry produces a total of £36,724).¹⁰⁵ The initial estimate of liabilities totalled £28,758, his principal creditors being the merchants who had supplied him with goods. The Bank of New Zealand was owed by far the largest amount, £9,740, and he owed £346 to 'J. Carr and Son, North Shields', a family firm.¹⁰⁶ Grant and Foster were owed £2,400, being the mortgage over his land on their block.¹⁰⁷

The adjourned meeting, held less than a week later, attracted 'a large attendance'. Davis informed creditors about his second visit:

He found when he got there that the bank wanted possession. He allowed the bank to take possession, subject, of course, to the rights of creditors, because there was no use putting the estate to any further expense than was actually necessary. He went to the books of the sawmill, and found that there was a considerable sum due for wages. A sum of £112 had also accumulated, and he was in some dilemma to know what to do. Knowing that wages would have to be paid ultimately, he gave his own cheque for £150 to pay them off. He found servants, who had next to nothing to do, and others who were helping them. In the butcher's shop he

¹⁰¹ See *Cyclopedia of New Zealand*, vol. 1 (Wellington, 1897), p. 1281.

¹⁰² *Auckland Weekly News*, 17 March 1883, p. 9.

¹⁰³ Te Aroha Correspondent, *Waikato Times*, 20 March 1883, p. 3.

¹⁰⁴ *Thames Star*, 16 March 1883, p. 2.

¹⁰⁵ *Auckland Weekly News*, 17 March 1883, p. 9.

¹⁰⁶ *Thames Star*, 16 March 1883, p. 2.

¹⁰⁷ *Auckland Weekly News*. 17 March 1883, p. 9.

reduced the expenses from £23 (a-week) to £12. He left a person in charge, and came to town to be present at that meeting. He hoped to be able to further reduce expenses when he got back. As trustee under the deed he felt that he was responsible to the bank, who, he must say, were working as “kindly” as could be expected. As to the books, they were kept in such a way as to be a disgrace to the person for whom they were kept and those who kept them.¹⁰⁸ There were goods from last October which had not actually been entered in the ledger. The more he had looked into it the more unsatisfactory they seemed to be. But he was only there on Monday week from 9 a.m. till 5 p.m., and last Monday for the whole day. His impression was that the business had been carried on in the most reckless and careless way. The clerk there appeared equal to very little, but his local knowledge might be of some value. On the other hand it was, perhaps, some excuse for the clerk that he was not made acquainted with the whole of the cash transactions. Mr Carr kept the whole of his transactions with the bank from the knowledge of the clerk, who did not seem to have his confidence. That was, perhaps, some excuse. There were bills payable, but no bills receivable. The more the estate was looked into, the worse its position appeared to be. It was a wonder that creditors themselves had not found out that fact sooner.

John Chambers, a merchant,¹⁰⁹ who was chairman, commented that the Bank of New Zealand held everything and if it could ‘hold under bill of sale or mortgage we can have nothing’. A lawyer announced that, on the advice of his solicitor, Carr had filed to be adjudicated a bankrupt four days after the initial meeting of creditors.¹¹⁰ There was discussion about the legal implications of Carr’s actions, and one creditor revealed that he had lent Carr £1,000 to enable him to purchase Lavery’s store, the security being a bill of sale. After re-electing Davis as trustee with the same ‘coadjutors’, Charles Stanislaus Stafford was added to represent Te Aroha creditors.¹¹¹ Stafford was owed £380.¹¹²

¹⁰⁸ John Illott, bookkeeper for the Te Aroha store, became editor of the *Te Aroha News* in November 1883: see *Te Aroha News*, 24 November 1883, p. 2, 25 April 1885, p. 2, 15 July 1936, p. 8. The other bookkeepers are unknown.

¹⁰⁹ See paper on the Tui district.

¹¹⁰ *Auckland Weekly News*, 24 March 1883, p. 15; *New Zealand Herald*, 11 December 1883, p. 6

¹¹¹ *Auckland Weekly News*, 24 March 1883, p. 15.

¹¹² *Auckland Weekly News*, 17 March 1883, p. 9.

The third meeting, held a week later, was informed that liabilities had risen to £34,988, plus a contingent liability of £5,000. Some of the original claims had been altered, and a liability to a resident of North Shields amounting to £2,900 had been proved along with one to Carr's brother. This information provoked the chairman, Frederick Larkins (an Auckland warehouseman),¹¹³ to interject:

The Chairman: What does that represent?

The Bankrupt: That is the money I brought with me.

The Chairman: But you told us, Mr Carr, that you started with £5000. If the statement just read be correct, you had nothing. We now see that the liabilities have increased from £28,000 to £35,000, and instead of having £5000 to commence with you had nothing.

Mr Chambers: It appears to me that the creditors have been all misled by the debtor.

The Chairman: Mr Carr certainly told me that he retired from his business in England with £15,000; that he then went to Sweden, and set up a sawmill; that in this business he lost £10,000, and that he came to New Zealand with £5000.¹¹⁴

Indeed, Carr had 'told him no less than ten times that he came here with £5000'.¹¹⁵ The creditors' lawyer 'saw more trouble ahead than he liked to mention'.¹¹⁶ This prophecy would be fulfilled: final calculations revealed that Carr, indebted to the extent of £39,988 12s 1d, had estimated assets amounting to £31,184.¹¹⁷

The next meeting of creditors, in July, was called to consider whether they would recommend Carr's discharge as a bankrupt, 'but no resolution was moved, and the meeting adjourned'.¹¹⁸ In the Supreme Court the following month, when Carr's solicitor applied for his discharge, Davis'

¹¹³ See *New Zealand Herald*, advertisement, 29 December 1876, p. 1, 26 January 1877, p. 2, 27 January 1877, p. 3, 3 April 1879, p. 3, advertisement, 9 June 1880, p. 1, 14 December 1881, p. 5, 'Pollex', 'Calamo Currente', 28 May 1887, p. 1.

¹¹⁴ *Auckland Weekly News*, 31 March 1883, p. 13.

¹¹⁵ *Thames Star*, 21 April 1883, p. 6.

¹¹⁶ *Thames Star*, 29 March 1883, p. 2.

¹¹⁷ 'Return of all Bankruptcies and Assignments since the coming into operation of "The Debtors and Creditors Amendment Act, 1878:" Supreme Court, Auckland: Bankruptcies', Legislative Department, LE 1, 1883/106, ANZ-W.

¹¹⁸ *New Zealand Herald*, 27 July 1883, p. 4.

report was presented, stating that Carr had commenced business 'representing himself as having capital amounting to £5000', which in reality 'was borrowed money from friends in England' now being claimed by them and was therefore not 'capital proper'. The general trade books had been 'badly kept – a disgrace to anyone in trade'. No record had been kept of merchants' accounts, and Carr, after assigning his estate, did not 'in any way give intimation' to Davis that he had borrowed the £5,000. His trading had been 'reckless', and he had 'used money to renew payments falling due on arrangements for security' and given 'mortgages and bills of sale over the whole of assets when he must have known that he was insolvent'.

Carr's solicitor responded that he did not 'admit these statements in their unqualified form'. Carr was now 'utterly without means', being described, imprecisely and incorrectly, as having 'a family of ten or eleven children depending upon him', and he had advised Carr 'to place himself in the hands of the Court'. He argued that it was a matter of opinion whether the £5,000 was truly capital. 'If the bankrupt held it out that he was the absolute owner of that £5000, there would have been something in the contention that he had misled the creditors'. He argued that, as the money was used to start a business, it was capital. In response to the statement that the books were disgracefully kept, Carr was 'prepared to swear that he had engaged three different qualified persons' to keep them and that all entries were made but 'were not posted up owing to the suddenness of the collapse of his affairs'. The mortgages and bills of sale were provided as security for the '£13,000 or £14,000' received from the bank.

The advances made by the bank showed that they were of opinion the business of the debtor was a good one. There is no doubt the debtor was induced, by the offers of credit from the bank, and the prospects of the goldfields, to extend his business. There has been no fraudulent intention proved, and no concealment that should be detrimental to his commercial character, but rather, that he went into a large way of business, and suddenly the "screw was put on."

He asked for leniency, but the judge did not heed his advice, for this was 'a case in which I am clear that I should be wanting in my duty if I granted the debtor an immediate discharge'. The £5,000 'was not capital in any proper sense of that term', and Carr's statement that it was saved from the wreckage of a Swedish business was misleading 'and a misrepresentation of the facts'. Trading had indeed been reckless, for in 'a

very short time' Carr had contracted debts of £30,000, had raised money to renew payments falling due, and given a mortgage over all his assets 'when he must have known he was insolvent'. As it was 'a very bad case', he would not grant an immediate discharge, 'but leave the debtor to get his discharge by effluxion of time under the Act. And this more especially when I see that the creditors would propose no resolution in favour of his discharge at their meeting'.¹¹⁹ 'Effluxion of time' meant that Carr would have to wait three years before being discharged.¹²⁰

The first (and only) dividend was paid to his creditors on 1 August.¹²¹ In April it had been anticipated to be about 4s in the £, but the exact amount was unrecorded.¹²² The Bank of New Zealand did not get all the estate as assigned to them by Carr, 'although they tried hard',¹²³ which meant that all creditors shared in the dividend. It had been arranged by the solicitors working on behalf of the creditors that the bank and the trustee should hold joint possession, thereby saving expenses.¹²⁴

After taking control of the estate, Davis sought payment of the debts, with varying results.¹²⁵ Some creditors sued the estate. For example, 'when the resort to white washing took place', a common description of going through the Bankruptcy Court,¹²⁶ the Thames River Steam Navigation Company, which had been given promissory notes, 'naturally wanted the amounts due for the freights, but the extra-witted trustees, considered the navigating body were amply repaid by receiving the worthless paper of C. & Co., although that remarkable firm has rendered the accounts as from the TRSN Co, and not from Carr and Sons'. Judgment was given for the company.¹²⁷ When the Auckland Agricultural and Mercantile Company

¹¹⁹ Supreme Court, *New Zealand Herald*, 9 August 1883, p. 3.

¹²⁰ *Thames Star*, 9 August 1883, p. 2.

¹²¹ *Thames Advertiser*, 14 July 1883, p. 2.

¹²² Bank of Australasia, Half-Yearly Balance Books: Advances and Securities of Auckland Branch to 16 April 1883, 1138, Australia and New Zealand Bank Archives, Wellington.

¹²³ Te Aroha Correspondent, *Observer*, 21 April 1883, p. 76.

¹²⁴ *Auckland Weekly News*, 31 March 1883, p. 13.

¹²⁵ For example, Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 34, 60/1883, BCDG 11221/1a, ANZ-A.

¹²⁶ Eric Partridge, *A Dictionary of Slang and Unconventional English*, 8 ed., ed. Paul Beale (London, 1984), p. 1333.

¹²⁷ *Thames Star*, 24 April 1883, p. 2.

sued for oats delivered to Carr that he had refused to accept because his estate had been placed in the hands of Davis, it was non-suited.¹²⁸

In May, Davis sought tenders for Carr's goods, which were purchased by a partnership of two storekeepers, Thomas Wells¹²⁹ and John Lamb Souter,¹³⁰ for a discount of £2,000 off the original cost.¹³¹ Wells and Souter also purchased the book debts of T.W. Carr and Sons and attempted to collect £149 1s 10d.¹³² The Waiorongomai butchery and slaughterhouse was sold for £250,¹³³ despite the 'butchery business' being valued at £1,070 in March.¹³⁴ At the end of May, the sawmill, bush, and other machinery was sold to James Baggott, a notably eccentric Thames stockbroker and investor,¹³⁵ at a sum 'very considerably under' the valuation.¹³⁶ Baggott then sold the plant to the Waikato Timber Company,¹³⁷ no doubt for a good profit. George Hubert Applegate¹³⁸ and Augustus Frederick James,¹³⁹ another storekeeping partnership,¹⁴⁰ successfully tendered for the large store at Waiorongomai, while James Soppett obtained the small store there.¹⁴¹ Applegate and James also obtained the Quartzville store and its stock for £100, although store and stock were valued at £300 in March.¹⁴²

¹²⁸ *New Zealand Herald*, 11 December 1883, p. 6.

¹²⁹ See *Waikato Times*, 7 October 1882, p. 2; *Cyclopedia of New Zealand*, vol. 2, p. 768; *Waikato Argus*, 29 April 1910, p. 6.

¹³⁰ See *Waikato Times*, 7 August 1886, p. 2, 14 February 1889, p. 2.

¹³¹ *Thames Star*, 9 May 1883, p. 3; *Te Aroha News*, 9 June 1883, p. 3.

¹³² Te Aroha Magistrate's Court, *Plaint Book 1881-1892*, 51, 78-85, 133, 134, 197/1884, BCDG 11224/1a, ANZ-A.

¹³³ *Thames Star*, 9 May 1883, p. 3.

¹³⁴ *Auckland Weekly News*, 17 March 1883, p. 9.

¹³⁵ For example, see *Observer*, 1 April 1905, p. 17, 8 April 1905, p. 11, 19 August 1905, p. 7, 28 April 1906, p. 17.

¹³⁶ *Thames Star*, 29 May 1883, p. 2.

¹³⁷ *Waikato Times*, 18 March 1884, p. 2.

¹³⁸ See *Thames Star*, 23 February 1931, p. 8.

¹³⁹ See *Te Aroha News*, 28 January 1888, p. 2.

¹⁴⁰ See *Te Aroha News*, 9 June 1883, p. 3.

¹⁴¹ *Te Aroha Mail*, n.d., reprinted in *New Zealand Herald*, 17 May 1883, p. 5.

¹⁴² *Te Aroha Mail*, n.d., reprinted in *New Zealand Herald*, 17 May 1883, p. 5; estate of T.W. Carr to G.H. Applegate and A.F. James, 22 January 1884, Te Aroha Warden's Court, *Certified Instruments 1884*, BBAV 11581/5a, ANZ-A; *Thames Star*, 16 March 1883, p. 2.

The Bank of New Zealand took over Carr's Shaftesbury farm.¹⁴³ Its share of the estate also included his house and 75 acres in the Hori More Block, which were only sold after several years of trying to find a buyer. In 1887 the house was advertised as 'suitable for a gentleman of means', having 'cost a very large sum of money to build about four years ago. Easy terms can be arranged'.¹⁴⁴ It was not sold until 1889, to Henry Hopper Adams,¹⁴⁵ for £500. A correspondent noted that, as it was built on 'the best land in the district', the lease still had some 14 years to run, and the house had cost 'about £2,000, it goes without saying that Mr Adams had got a good bargain'.¹⁴⁶ Even more difficult to sell was some of the other property taken over by the bank. In May 1903, it surrendered the allotment at Waiorongomai, but still retained the land and buildings in Te Aroha, which included the bank's own office.¹⁴⁷ This property declined in value to £340 two years later.¹⁴⁸ The following year, the bank's agent reported that, after attempting for years to find someone willing to offer £220 for 'Carr's Premises', he had finally received his first bid: £150. Whilst this was not 'very liberal', the building was 'fast falling into a very bad condition'; the offer was declined.¹⁴⁹ It is not known when the bank was finally quit of this liability.

ATTITUDES TO CARR

A local correspondent wrote that Carr's bankruptcy had 'thrown quite a gloom over business people here, and will be the means of causing a

¹⁴³ *Thames Advertiser*, 8 January 1885, p. 2.

¹⁴⁴ Advertisement, *Te Aroha News*, 26 March 1887, p. 2.

¹⁴⁵ See paper on his life.

¹⁴⁶ Te Aroha Correspondent, *Waikato Times*, 22 January 1889, p. 3.

¹⁴⁷ Acting Manager, Thames Branch, to Colonial Manager, Auckland, 15 May 1903; Manager, Thames Branch, to Colonial Manager, Auckland, 19 December 1903, Bank of New Zealand Estate Company, Thames Letterbook 1893-1907, Bank of New Zealand Archives, Wellington.

¹⁴⁸ Manager, Thames Branch, to Colonial Manager, Auckland, 18 April 1905, Bank of New Zealand Estate Company, Thames Letterbook 1893-1907, Bank of New Zealand Archives, Wellington.

¹⁴⁹ Ohinemuri Agent to Manager, Thames Branch, 30 January 1906, Bank of New Zealand Estate Company, Thames Letterbook 1893-1907, Bank of New Zealand Archives, Wellington.

serious depression at Te Aroha for some time to come'.¹⁵⁰ The *Te Aroha Mail* was sympathetic to Carr, as indicated by this report in mid-April:

We learn that Te Aroha is not likely to lose their enterprising firm, who have done so much to promote its welfare. Arrangements have been made whereby Mr Carr retains his splendid house and grounds and the furniture, etc, of the same, and we trust further arrangements will also be made which will enable him to retain one of the stores he has established in the district.¹⁵¹

A month later, it was still forecasting that Carr would soon re-open his Te Aroha store.¹⁵² This did not happen, but he retained some sympathy locally, the *Te Aroha News* writing non-judgmentally in 1911 that Carr 'was undoubtedly an enterprising man, but eventually got too many irons in the fire'.¹⁵³ At Thames, people were not so forgiving. One man referred to Carr's 'big swindle', claiming that 'traffic in land' was at the bottom of his financial machinations.¹⁵⁴ In January 1884, Robert Wiseman, the Thames songsmith,¹⁵⁵ included the following verse in a song about fraudulent behaviour at Te Aroha:

First learn the oracle to work;¹⁵⁶ 'tis easy when you know it;
'Tis a premier plan, and answers well, each W---y C---r can show
it.¹⁵⁷

DEPARTURE FROM NEW ZEALAND

Like many bankrupts, Carr fled the scene of his disgrace. By the time that the judge was pronouncing strictures on his commercial morality, he was working in Sydney as an insurance agent for S. Hague Smith, who had recently bequeathed his creditors twopence in the pound. In the opinion of

¹⁵⁰ Te Aroha Correspondent, *Waikato Times*, 20 March 1883, p. 3.

¹⁵¹ *Te Aroha Mail*, n.d., reprinted in *Thames Advertiser*, 23 April 1883, p. 2.

¹⁵² *Te Aroha Mail*, n.d., reprinted in *New Zealand Herald*, 17 May 1883, p. 5.

¹⁵³ *Te Aroha News*, 18 February 1911, p. 3.

¹⁵⁴ Letter from William Wood, *Thames Star*, 7 April 1883, p. 3.

¹⁵⁵ See paper on the Battery Company.

¹⁵⁶ 'Raising money in a cunning, devious way': Partridge, p. 1351.

¹⁵⁷ *Thames Star*, 30 July 1927, p. 6.

the *Observer*, ‘a fellow feeling should exist between them.... We congratulate Sydney on the accessions to its population’.¹⁵⁸

OTHER BANKRUPTS

Bankruptcy was quite common at that time, often with elements of fraud. Some the people mentioned also went bankrupt. Moore, from whom Carr bought his first store, had gone bankrupt in 1873, and filed again a decade later.¹⁵⁹ Davis, the trustee of Carr’s estate, was a prosperous accountant with an expensive house in Auckland, but after heavily inventing in the unsuccessful LaMonte process for treating Karangahake ore, where he had many mining interests, he was bankrupted in 1886. Like Carr, he went to Sydney, where he lived a hand-to-mouth existence.¹⁶⁰ Campbell, the lawyer whose transactions with Maori landowners Carr had repudiated, became bankrupt in 1883, also largely because of speculations in mining, land, and buildings in the Te Aroha district.¹⁶¹ The other Te Aroha lawyer mentioned, Cuff, was an undischarged bankrupt at the time he transferred Carr’s estate to Davis.¹⁶² Mackie, who managed the Waiorongomai butchery for Carr, filed because he had refused to pay a small debt and filing was the only way to be released from prison.¹⁶³ Murphy, who took over the punt, had filed in 1877 when he was a

¹⁵⁸ *Observer*, 11 August 1883, p. 14.

¹⁵⁹ Thames District Court, Bankruptcy Files, Grahamstown, 1872-1875, BACL 14471/2a, ANZ-A; *Thames Advertiser*, 20 June 1873, p. 2, District Court, 6 August 1873, p. 3; Supreme Court, *New Zealand Herald*, 23 October 1883, p. 6.

¹⁶⁰ See *New Zealand Herald*, 26 June 1883, p. 6; *Thames Advertiser*, 4 June 1885, p. 2, 9 June 1886, p. 2, 3 July 1886, p. 2; *Auckland Weekly News*, 22 September 1904, p. 19; *Observer*, 17 September 1904, p. 17, 16 February 1907, p. 5.

¹⁶¹ *Thames Star*, 17 April 1883, p. 3, 15 June 1883, p. 3; *Thames Advertiser*, 4 May 1883, p. 2, 5 May 1883, p. 3; ‘Return of all Bankruptcies and Assignments since the coming into operation of the “Debtors and Creditors Amendment Act, 1878:” District Court at Grahamstown: 1883’, Legislative Department, LE 1, 1883/106, ANZ-W.

¹⁶² *Thames Advertiser*, 9 October 1882, p. 2, 7 May 1883, p. 2, 17 May 1883, p. 2, 6 June 1883, p. 2, 26 March 1884, p. 2.

¹⁶³ *Te Aroha News*, 2 October 1889, p. 2, 6 November 1889, p. 2.

storekeeper and publican at Mackaytown because people had deserted this settlement after mining faded.¹⁶⁴

CONCLUSION

The 'Carr comet' was an example of a businessman with no capital and little if any financial skills over-reaching himself, to the detriment not only of himself but also of the community, at least in the short term. Many such people went bankrupt, but few as spectacularly, especially after he had made unsound claims of possessing a great amount of capital and commercial experience. The implications of fraud were denied but must remain.

¹⁶⁴ List of creditors and assets, 19 April 1877, and report of Trustee, 3 May 1877, Thames District Court, Bankruptcy Files, Grahamstown, 1872-1877, BACL 14471/5a, ANZ-A; *Thames Advertiser*, 21 April 1877, p. 2.