

Pakekahi country)—and that his agreement with Mr. Smith would not interfere at all with his action in purchasing land from the Natives for the General Government.

2. Did Mr. Worgan afterwards produce the agreement?—He did. He showed it to Mr. Pharazyn and myself in Mr. Pharazyn's office.

3. When was that?—It might have been on the day on which the conversation took place. I am not positive whether it took place on the Saturday or Monday following.

4. Are you prepared to swear that it was not on the Saturday?—I have already stated that I am not positive.

5. Was the document when produced perused by all three of you?—No, Major Edwards was not present.

6. At whose suggestion was the telegram framed for the Government?—It was not suggested by me to the other gentlemen until after our conversation relative to reports on Mr. Worgan's proceedings, and it was agreed by all of us to send a joint telegram. The telegram was written by Mr. Pharazyn. The three of us sat at the table; each wrote a telegram, and Mr. Pharazyn's was selected, and the others torn up. I do not wish to state that I suggested it; it was the mutual wish of we three.

7. Had Major Edwards any personal knowledge touching the telegram as sent; that is, to the matters giving rise to the sending of the telegram?—With the exception of the knowledge of the conversation as to the memorandum of agreement with Donald Smith, I believe Major Edwards was as well informed as either of us, it being a matter of common report.

8. Was Mr. Worgan in Whanganui at the time this telegram was being sent?—Yes, he was.

9. *The Court.*] I am distinct on the subject that Mr. Worgan admitted that he had agreed with a Mr. Smith to purchase by way of partnership within the Tangahoe Reserve. It is true that he showed Mr. Pharazyn and myself the agreement. The agreement included land on the West Coast. I believe the agreement was signed by Mr. Worgan and Donald Smith, but I am not positive about it. I do not know what date it bore. It was written on paper, foolscap paper. I believe the document had a stamp on it. To the best of my knowledge it bore the signatures of the parties, Mr. Worgan and Donald Smith, I but cannot swear positively.

10. Did you not derive your knowledge of the transaction from Mr. Worgan himself, and of the causes which led to that agreement being prepared?—I did not derive knowledge of the existence of that agreement solely from Mr. Worgan. It was a matter of common report.

11. Was the agreement a matter of common report, or the causes which led to the agreement a common report?—The report was that there was a partnership between Smith and Mr. Worgan.

12. *Major Edwards.*] Did you not receive direct information relative to this agreement from Mr. Smith, the second party to the deed, as well as from Mr. Worgan?—I did not hear from Mr. Smith until after the matter had been reported to Government.

13. From whom did you originally get the information?—From Mr. Freeman Jackson.

14. Did you not receive the first reliable information relative to this deed and its contents from Mr. Worgan himself?—Yes; in the conversation Mr. Pharazyn and myself had with Mr. Worgan on Saturday morning, when we told him it was reported he was in partnership with Smith for the lease and purchase of land in the confiscated block, he said he believed he had made some kind of promise to Smith that he would try and purchase land in the Tangahoe Reserve, not in the whole district.

[Agreement put in by Major Edwards, and read by the Commissioner. Agreement marked "D."]

Mr. Booth continued: It was reported to me, first by Wirihana Puna, and afterwards by Poari Kuramate, that a piece of land was sold by Poari Kuramate to Mr. Worgan, for the Government, at the rate of 10s. per acre for 400 acres, and that two separate advances of £50 each had been made thereon, and was afterwards sold to Mr. H. S. Taylor, with Mr. Worgan's assistance, for the sum of 15s. per acre. Mr. E. Woon and Poari Kuramate are witnesses in this matter. A man named Horopapera Pukeke sold 400 acres of land to Mr. H. S. Taylor, with Mr. Worgan's assistance, for which he stated to me he received £100 in cash and £200 in bills. Witnesses in this matter will be Mr. E. T. Woon and Horopapera Pukeke. Another transaction was reported to me by Wirihana Puna, in which he stated that Hata Rio had first sold 400 acres of land to Mr. Worgan, and afterwards to Mr. H. S. Taylor, with Mr. Worgan's consent. He first sold it for £300 to Mr. Worgan, and afterwards to H. S. Taylor for £400.

Mr. Fox sworn, and deposed:

The details of the matter contained in the fourth allegation will be found in the papers which have been submitted to the Commissioner by the Government of which I was Premier. My impression decidedly was, and still is, that what was called a lease from the Natives to Major Turner was persistently and improperly kept back from the Government. Mr. Worgan was frequently applied to for this lease. There were no good grounds, in my opinion, shown for not forwarding it, and it never was produced until it had been superseded by another document which was sent to the Government in lieu of it; and subsequent to the execution and transmission of the substituted document, then only, and after many weeks' delay, was the original for the first time produced. The particulars of the cash and the instructions given from time to time to Mr. Worgan to procure the original lease, will be found on the file before the Commissioner. The circumstances which made me so desirous to obtain sight of the original document were these: I had on several previous occasions had conversations with a party whom I understood to be interested in Major Turner's lease, and had always told him that the Government would be very unwilling to admit any claims to leases over confiscated land belonging to tribes which might afterwards have been mixed up with rebellion. Just about a year ago I had a conversation to that effect with the party referred to, when he gave me to understand that the parties interested in that lease would not press their claim to an extremity if they could be remunerated the expenses they had been put to about it. I understood him to say, in reply to a query from me, that those expenses would not exceed, say, £200. When I subsequently found that Mr. Worgan estimated the value of the transaction at £2,116, and was prepared apparently to adjust the claim on that basis, I naturally became very desirous to ascertain whether the original transaction with Major Turner, which, had it