

26. In consequence of the matter having fallen through, was not the money repaid to your account in the bank?—The agreement fell through, and the money was paid to my account at the bank.

27. *Major Edwards.*] Why did you retire from the partnership as agreed upon between you and Mr. Worgan?—Because the land was bought in Mr. Taylor's name.

28. Were any transactions under that agreement commenced or completed by Mr. Worgan?—Mr. Worgan informed me that certain blocks had been bought under that agreement.

29. Was Mr. Perham acting as legal adviser to yourself and Mr. Worgan?—Mr. Perham was acting, I believe, as Mr. Worgan's legal adviser in the matter; but though he did advise me in this matter, he was not my legal adviser.

30. In the agreement, the term "certain lands on the West Coast" is used; the inference is, that the position of the lands was known to you, and do you know the position of the lands Mr. Worgan, on your behalf, was to deal with?—I understood the land to be on the north side of the Waitotara, being the compensation land awarded to Natives.

31. What do you understand by the last paragraph of the agreement?—I understood that the selection of the land, and the mode of acquiring it, rested solely with Mr. Worgan.

32. Of course in the construction of the agreement you did not expect Mr. Worgan to jeopardise his position with the Government by employing his position for your private ends?—No; I did not.

33. *The Court.*] It was on the faith of the agreement that I paid the money (£800) into the bank to Mr. Worgan's account?—It did not occur to me that any other deed was necessary. I thought the deed was quite sufficient. I withdrew from the agreement owing to the land having been purchased in Mr. Taylor's name. I considered it unfair to me as a partner.

34. Did you or Mr. Worgan withdraw first from the so-called partnership?—When I found that the land was bought in Taylor's name, I wanted to get my money back, and then withdrew.

35. Was it by report you knew that the land had been purchased by Mr. Taylor?—No, I saw a conveyance of the land.

36. How do you know that the land you saw conveyed to Mr. Taylor was ever intended to be operated upon by that agreement?—Mr. Worgan told me he had bought that land under the agreement.

37. Did you not have several interviews with Mr. Perham at his office, between the date of the agreement and the falling through of the agreement?—I had not.

38. *Major Edwards.*] Are you aware that H. S. Taylor offered for sale the land you supposed Mr. Worgan bought for you under the agreement; and did you threaten Mr. Worgan with legal proceedings on account of this transaction?—Yes.

39. Why did you not proceed at law as you threatened?—Mr. Worgan being at Wellington, I deferred proceedings until I had received an explanation from him.

40. *The Court.*] I did not feel satisfied with Mr. Worgan's explanation, still I did not take proceedings. Mr. McNeil was not available, having left the Colony for Victoria.

HENRY HALSE was sworn, and deposed:

I am Assistant Native Secretary. I know nothing whatever about the allegations, but can speak as to certain telegrams.

Mr. Perham, as counsel for Mr. Worgan, suggested that as the original telegrams were not produced the evidence should be taken accordingly, but did not desire to delay the proceedings of the Commission.

The Commissioner read a telegram dated as follows:—March 18th, 1872, E, and Mr. Halse stated that he believed it went direct to Mr. McLean.

Also telegram F was read. Mr. Halse stated that he had only seen a copy of it.

Also telegram G was read. Mr. Halse stated that he had only seen a copy of it.

Also telegram H was read. Same answer as before.

Also telegram I was read. Same answer as before.

Mr. Halse stated,—The object I had in sending the telegrams was to procure a copy of the lease known as Major Turner's lease, and subsequently of a lease believed to be in possession of Mr. H. S. Taylor, supposed to be Major Turner's agent at that time, neither of which I succeeded in obtaining, not to my knowledge at least.

Telegram J was read by the Court. I sent that telegram in my official capacity to Mr. Worgan.

Letter K was read by the Court. I recollect that letter very well.

Telegram L was read by the Court. I recollect that telegram.

Telegram M was read by the Court. I recollect that telegram.

Telegram N was read by the Court. I recollect that telegram.

Telegram O was read by the Court. I recollect that telegram.

Telegram P was read by the Court. I recollect that telegram.

Telegram Q was read by the Court. I recollect that telegram.

Telegram R, unsigned, was read by the Court. I believe that telegram was sent by me.

Telegram S was read by the Court. I recollect the telegram.

Telegram T was read by the Court. I recollect the telegram.

Telegram U was read by the Court. I recollect the telegram.

Telegram V was read by the Court. I recollect the telegram.

Telegram W was read by the Court. I know that telegram.

Telegram X was read by the Court. I have seen a copy of that.

Telegram Y was read by the Court. I have seen a copy of that.

Telegram Z was read by the Court. I have seen a copy of that.

I know nothing more about the matter than that which is given in the telegrams.

Major HENRY FERDINAND TURNER was sworn, and deposed:

About four years ago I obtained the lease of about 3,200 acres from Hata Rio and others, for