

90. Did you effect any lease in that block?—I effected a lease for Mr. H. S. Taylor in the terms of the agreement, in consequence of Major Turner having assigned his interest in the agreement to lease to Mr. H. S. Taylor.

91. About what date was this?—I obtained the lease for Mr. H. S. Taylor about the month of May, 1872.

92. About what date was the agreement to lease made between Major Turner and the Natives?—About the latter part of the year 1867.

93. Had you taken no action in the matter between those dates?—I had not, in consequence of the land not being allotted.

94. Did you understand Major Turner's agreement to lease to have any defined boundaries?—No.

95. Were you aware when the boundaries of the land leased by Major Turner or H. S. Taylor were defined?—About the end of May or the beginning of June, this year.

96. By whom were they defined?—By Mr. Worgan.

97. Were they surveyed by Mr. Worgan, or under his direction?—I do not know.

98. Do the boundaries then laid down still exist as the boundaries of the land?—The boundaries form a portion of the block previously alluded to, and a description of those boundaries fully described on the plan attached to the lease form a portion of the 400-acre awards, and are not allotted in one block.

99. Did you accompany Major Turner, Captain Kells, and others, when they went out to see this land?—I did not.

100. Are you aware if any other boundaries were at any time given to the land in question?—Not to my knowledge. No; anything I may know is from hearsay. I know nothing of the boundaries that were pointed out to Major Turner. When negotiating the lease for Mr. H. S. Taylor, the boundaries of the land were then ascertained.

101. Have you any knowledge of the allegation that Mr. Worgan assisted Mr. H. S. Taylor to obtain the new lease?—I decline to answer that question, under the ruling lately made by the Commissioner.

102. Did Major Turner inform you that he had assigned his interest in the lease to Mr. H. S. Taylor?—Yes; I was informed by both parties.

103. *Mr. Worgan.*] You advertise land for sale from time to time?—Yes; I have, and advertised that I was prepared to buy the land in question. Shortly after Mr. Worgan came here, I was informed by him that part of his duty was to allot the land to the persons whose names are mentioned in the Schedules A and B, and I inserted an advertisement in one of the newspapers as being prepared to deal for those lands.

104. Have you not repeatedly applied to me for information to further your purposes in that direction?—Yes.

105. Did I not furnish you with as much information as it was in my power to do?—No.

106. Did you consider you had a legal right to purchase these lands?—I felt perfectly justified in purchasing these lands.

107. Did you not find my action as Government Agent impeding your operations?—It was evident to me there was a competition between us as to who should obtain the land; I was doing the best I could for my client, and Mr. Worgan for those who employed him.

108. Have you acquired any land other than the lease for Major Turner or Mr. Taylor, and the lands purchased for Mr. Taylor by you?—I have not.

109. *Major Edwards.*] In what way did Mr. Worgan fail to give you all the information he could as to the Native lands? How did you know he had not given you all the information he possessed; and state to the Court, if you know it, what the information was he withheld?—I judged as from conversation with Mr. Worgan; and from what I have now seen Mr. Worgan has reported in papers relative to the confiscated lands laid before the House of Representatives, my judgment is confirmed. In reply to the second part of the question, my judgment was confirmed by the papers laid before the House. The information referred to as withheld is the allotment of the land.

110. When did you first see the printed reports on which you base your statement?—Within the last few days about the end of last month. When Mr. Worgan was opposing you, did you consider that he was acting in his official capacity, or as a private individual?—I understood that Mr. Worgan was acting on behalf of the Government.

111. *By the Court.*] Had you any reason to suppose that Mr. Worgan was acting as a private land purchaser?—At the time there was a competition between us, I was not aware Mr. Worgan was purchasing for private individuals.

112. Have you any reason to suppose that Mr. Worgan has at any time since he has been employed on this coast to purchase land for Government, purchased land for himself or private persons?—I have reason to believe that Mr. Worgan is in some way connected with a transaction relative to the sale of 800 acres of land from Mere Awatea and Erueti Te Pewa for Mr. Nicholson.

113. Can you give any particulars of that transaction?—Yes.

114. State them?—Mere Awatea and Erueti Te Pewa have been for some time negotiating the sale of their land through different persons. To the best of my knowledge and belief, the first person who was anxious to purchase that land was Mr. John Duncan, and from his knowledge of the Native language I presume he did not require the services of a person conversant with that language. I have been told by Mr. Duncan himself that he had several interviews with Mr. Worgan relative to the sale to him of the land in question; that he offered £1,200 for it, did not succeed in getting it; and from Mr. Borlase's evidence in Court on Monday last, I find that the land was sold for £1,000. I have seen Mere Awatea, and she told me that the land was purchased from her by Mr. Worgan and Wirihana for Mr. Nicholson. All the money she had received was £300, and £100 Wirihana had when he went to Taupo.