

HATA RIO deposed, on his former oath :

[Mr. Worgan hands in an agreement, dated 2nd April, 1872, between Hata Rio and Henry Shakespere Taylor, for the sale of 400 acres of land, for the sum of £400, £200 of which has been left in the hands of Mr. H. S. Taylor, bearing interest at the rate of 8 per cent. per annum, for a term of two years from the date of this agreement.—Copy annexed, marked 7.] The agreement having been interpreted to Hata Rio, he states, upon his oath, that although the signature to the agreement in question is his, he knew nothing of the contents of the paper. It was not interpreted to me at the time. Mr. Worgan told me that the interest was to have been 10 per cent. per annum. I said, Let all the money be placed in the bank. I went to the banker (Mr. Russell). My words to Mr. Russell were, How much is bank interest on £100? Mr. Russell said, 5 per cent. Mr. Russell said, How many hundred pounds? I said to Mr. Russell, £200. Mr. Worgan then went to the bank; he told me Mr. Taylor would give me 10 per cent. per annum; that was all. I agreed with what he said, as he was a Commissioner; that was all; we then came away.

365. *The Court.*] How much money have you in Mr. Taylor's hands? How much is there in the paper?—£200.

366. Have you received any interest on it?—Yes; £25.

367. At what periods was the interest to be paid you?—At the end of two years. Mr. Worgan and Mr. Taylor told me that I should receive £40 at the end of two years.

368. What sum do you expect to receive at the end of two years?—£15, being the balance of £40 interest.

369. What is the gross sum, principal and interest, you expect to receive at the end of two years?—£240, less £25.

370. When will that be due?—I do not know; in two years' time, I was told.

371. When will that two years expire?—I do not know.

372. When was the agreement made?—I do not recollect; it was in the winter.

373. Was it in the winter just past?—It was in last winter.

374. Can you now tell when the money will be due?—I cannot say. If had a translation of the agreement, I should know.

375. Would you like the agreement in Maori?—I would like to have a copy of the agreement; this is incorrect in the interest being at 8 per cent.

376. Will the money be due to you next winter?—This next winter, from what Mr. Worgan and Mr. Taylor said.

377. That would be one year; the agreement states two years?—This is the first time I have heard what the paper states.

Major H. F. TURNER, on his former oath, deposed and said :

378. *The Court.*] Did Mr. Worgan ever attempt to obtain your interest in the lease for the Government?—Yes; he spoke to me about it.

379. Would you have sold your interest in the lease to the Government for the same amount that you sold it to Mr. Taylor?—Yes, I would. If I could have got more from Government I would.

380. *Mr. Worgan.*] Did you wish to retain your lease?—I would have retained it had I not a Government appointment.

381. Did you not refer me to Mr. Taylor in every case?—Yes; Mr. Taylor was my agent.

382. Do you think that I had any knowledge of your business relations beyond the understanding that Mr. Taylor was your agent?—Yes; you were well aware that Mr. Taylor was my agent.

383. *The Court.*] If Mr. Worgan had offered to purchase your lease for the Government, would you have sold it?—Of course I would.

The Court does not call on Mr. Taylor at this stage of the proceedings, upon the understanding that it is Mr. Worgan's intention to call him as evidence.

WILLIAM FAIRWEATHER RUSSELL deposed, on his former oath :

384. *Major Edwards.*] Colonel McDonnell states in his examination that the business relative to the 8,600 acres was purely a matter of private business on Mr. Worgan's part, on account of Messrs. Russell, Iveson, and others: was it so?—It was not. I remember seeing Mr. Worgan at the hotel (Atkinson's). Major Turner was present. The conversation I had with Mr. Worgan was simply asking him to get back my money that I had advanced to Hata Rio. Mr. Iveson was not present. I have never had any conversation with Mr. Iveson on the subject of land purchase. I have never been in partnership with Mr. Worgan, Major Turner, Mr. Taylor, or Mr. Iveson, directly or indirectly.

The case on the part of the Government here closes, so far as relates to the allegations before the Court.

Mr. Worgan applies for one day's adjournment, until Friday, 15th November, 1872, at 10.30 o'clock in the forenoon. Granted.

Court adjourns till Friday, 15th November, 1872.

FRIDAY, 15TH NOVEMBER, 1872.

Mr. Perham desires to address the Commission before the close of the proceedings.

The Commissioner inquires whether he required his address to be recorded.

Mr. Perham replied that he does not; but desires at this stage of the proceedings to deny the allegations *in toto*, except in so far as Mr. Worgan has made or may make any admissions.