

HENRY SHAKESPEARE TAYLOR deposed, on oath :

My commencement of these transactions was about February last. I went, in company with Major Turner and others, to see some land at Waitotara in the middle of March. I saw Major Turner in Wanganui, and had some conversation with him respecting the interest he had in the land in question; he then gave me to understand he would sell his interest. I agreed at a price to purchase, conditionally that I should first see what documents he held, showing what title he had. We agreed upon the price. He referred me then to Mr. Edwin Woon, saying that he would leave instructions with Mr. Woon to hand the papers to me. Major Turner then left for Patea. I then got the papers from Mr. Woon. The papers [Copy annexed, marked 8] consisted of an agreement to lease from the Natives to Major Turner, dated 1868. Also an official letter from Mr. Worgan to Major Turner on same subject. The address to this letter was torn off before it came into my possession, and it therefore stands at present without any address. I asked Mr. Woon for an explanation: he told me the letter bore the address to Major Turner, and was given to him by Major Turner, and that Mr. Woon had torn off the address by accident. Directly I had come to an arrangement with Major Turner for the purchase of his lease, I called on Mr. Worgan. It was in the middle of March. I told him I held Major Turner's lease. I did not tell him in what capacity I held, whether as purchaser or agent. I asked him about the allocation, when it was likely to be made. He said there were some difficulties in the way, but that he had told Major Turner that he would do it as soon as possible. From the tone of his conversation I was convinced he looked upon me in the light of Major Turner's agent. I do not remember saying I was the purchaser of the lease at that time, for the reason I thought it might interfere with my interest. The next communication I had with Mr. Worgan was March 21st, 1872. I received an official letter [Letter read, marked 9, copy annexed] on the 21st, the same day. I replied to this letter [Letter read, marked 10, and copy annexed]. A few days after this Colonel McDonnell called on me at my office; his ostensible purpose was asking me to negotiate the sale of some Maori land at Rangitikei. Before leaving he referred to this lease: asked me what were my intentions. I gathered from his conversation I would meet with some opposition from the Superintendent of Wellington. I told him I had already communicated my intentions to Mr. Worgan. Mr. Worgan called at my office on two occasions, and requested me to supply him with a copy of the lease. I refused, in consequence of what I had gathered from Colonel McDonnell's conversation before. I did not give Mr. Worgan any reason for refusing. Mr. Worgan called on me a second time. I again refused. On that occasion he told me if I did not give him a copy he would apply to Major Turner. I still refused. May 22nd, 1872, I received an official letter from Mr. Worgan [Letter read, copy annexed, marked 11]. To this letter I replied on the following day, May 23rd, 1872 [Letter read, copy annexed, marked 12]. On the same day, May 23rd, 1872, I wrote to Major Turner [Letter read, copy annexed, marked 13]. The next communication I had on the subject was a telegram dated June 4th, from Mr. Worgan. I may say that in the meantime I had seen Mr. Worgan, just previous to his leaving for Wellington. He said he should see the Superintendent respecting this lease, and see what could be done in the matter. I then received the telegram dated June 4th, 1872 [Telegram read, copy annexed, marked 14]. I replied to this telegram the same day [Telegram read, and marked 15]. On the following day, June 5th, 1872, I received another telegram from Mr. Worgan [Telegram read, copy annexed, and marked 16]. I replied to this telegram, saying I would go by coach. I went to Wellington by coach. I saw Mr. Worgan either on the Friday or on the Saturday. He said he had been instructed to negotiate with me on behalf of the Provincial Government. I think he said it would be better for me to see the Superintendent myself; and Mr. Worgan told me plainly that he did not care dealing with me by myself. He was then going away to Napier; and if I did not arrange with the Superintendent myself, he would let the matter have his earliest attention on his return to Wanganui. He asked me this time what I valued my interest at. I told him my terms. Mr. Worgan saw me the following day, and told me that the Superintendent would let the matter stand over, as he had not time to go into the matter. The next transaction in connection with this said lease was on the 12th July, 1872. Mr. Worgan called at my office, and requested me to attend a Commission consisting of Major Edwards, Mr. Pharazyn, and Mr. Booth. Mr. Worgan was there. They questioned me respecting this lease, and asked me to furnish them with a copy. I said I would furnish them with a copy if they would thoroughly inform me for what purpose they required it. They then gave me clearly to understand that it was not for the purpose of dispute, but in order to ascertain its value, previous to entering into negotiation with me. Mr. Worgan here puts in a telegram dated July 12th, 1872, addressed to him, signed G. S. Cooper [Telegram read, and marked 17]. I produce the original agreement to lease, the interest of which I had purchased from Major Turner, and also the new lease confirming the agreement. The copy of the lease was to be furnished at their expense. They then told me that I might expect an answer within a week. At this time they also asked me my terms. I gave them to understand my terms were precisely the same as I had previously told Mr. Worgan. I called on Mr. Pharazyn at the end of a week, and he said he had received no answer from the Provincial Government. I told Mr. Pharazyn I could wait no longer, as the rent was running on and the season for improvement was going past. He asked me to give him another week. I waited another week; called on him again; he said he would then immediately telegraph to Wellington, and he did so without obtaining any reply. I then told him he might consider the matter closed, as far as an agreement with the Provincial Government was concerned. I told him I considered I had been very badly treated, as all along I had stated my willingness to arrange the matter with them. It appeared to me they were doing no more nor less than dodging me. He thoroughly agreed with me that I had been very badly treated, but it was no fault of his. The matter ends there as far as the lease was concerned. Directly after the receipt of Mr. Worgan's letter, 21st March, I employed Mr. E. Woon, the interpreter, to get the lease completed. The lease was finally completed about June. I mean the lease from the Natives to me.

With regard to other transactions I had with Mr. Worgan, they commenced about the end of March, directly after I had a conversation with him about the allotment of land to the Natives in Turner's lease. Mr. Worgan sent for me to his office. There was a Native present when I got there.