

drew a deed accordingly, and sent it to Mr. Worgan. Mr. Worgan afterwards returned me the draft with memorandum attached thereto. The matter was never carried out in any way. Afterwards Mr. Worgan forwarded me a cheque from Napier for the £800, which was not handed to Mr. Smith, because he had in the meantime seen Smith, and the whole thing lapsed. The memorandum referred to is as follows:—

“The agreement between Smith and self is vague in the extreme, and capable of any interpretation. You will be careful, in preparing deed, to make the following clauses distinct,—That no purchase or lease to be made shall be such as to interfere with Government objects, or compromise myself; that I shall be at liberty to obtain the sanction of the Government, if I think it necessary. These matters may or not be needed, and I leave them to your discretion, so long as you are satisfied that my position therein is not compromised as a Government officer. In other particulars the draft will do. Make these things clear, and I will submit it to Mr. Smith.—(Signed) G. B. WORGAN.”

My recollection is clear that I informed Mr. Smith that I had prepared this deed, and it was in Mr. Worgan's hands for perusal.

This draft deed of articles was drawn by me within a week of the date of the original agreement.

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

421. *Mr. Perham.*] On being recalled you said Mr. Worgan spoke to witness once or twice about getting his interest in lease, for the Government would have sold his interest in the lease to the Government for the same amount as he sold to Mr. Taylor for: can you state anything further in explanation to the answer given?—I had parted with the lease to Mr. H. S. Taylor.

422. I think you said long before Mr. Worgan spoke to you?—No.

423. At the time you parted with your interest to Mr. H. S. Taylor, had Mr. Worgan any knowledge of the transaction?—Not to my knowledge.

424. *Mr. Booth.*] You said in your evidence that you gave up your lease because the boundaries were altered?—Yes.

425. Had you any other reason for giving up your interest?—I was annoyed at the boundaries being altered, so I gave it up.

426. Did you suppose that holding that lease it would affect your position as a Government officer?—I do not know; it might have done so.

427. *The Court.*] On the occasion of your visiting the land in company with Mr. Worgan, when you found the boundaries would be altered, did you express any intention to Mr. Worgan of giving up the land?—No. Captain Kells told me if the boundaries were altered it would not be worth the rent.

428. Did Mr. Worgan at any time endeavour to acquire your interest in the lease for the Government?—He had no opportunity, as I had given it up to Mr. H. S. Taylor.

429. To the best of your knowledge and belief, how long was it after you visited your land before you gave it up to Mr. Taylor?—When I came in from Patea: within a month.

Mr. Woon being sworn to interpret the Maori language, WIRIHANA PUNA deposed on oath:

430. *Mr. Worgan.*] State what you know of the sale of land by Poari Kuramate to Mr. Taylor?—I went, in company with Poari Kuramate and the children of Wahanga, to Mr. Worgan's room; a conversation ensued with Poari Kuramate and the children of Wahanga that they wished to sell their land. Mr. Worgan wished me to assist him to purchase land. The Natives came by my direction to Mr. Worgan. Poari Kuramate and Rahira came to Mr. Worgan's. Poari asked Mr. Worgan what he was giving for the land. Mr. Worgan replied, 10s. per acre. They replied, 10s. per acre is little, very little; other Pakehas give more. Mr. Worgan replied, This is my price; if you like to take a better offer, well and good. That is all I know. On that occasion Poari Kuramate and the children of Wahanga asked Mr. Worgan for some money. The Natives asked for £50 from Mr. Worgan. They were upwards of one hour asking for money of Mr. Worgan; and they said, You give us £50 on our lands, and we will return it to you—when they had sold the land to some one else. They then went to sell the land to Mr. Taylor, not on that day. That land was not sold to us, meaning Mr. Worgan and myself. I did not see Mr. Taylor's purchase. I did not see him pay the money. That is all I know about that.

431. Have you been acquainted with my transactions with the Natives generally?—I know all about it.

432. Have I told you in every case my views as to what were the interests of the Government?—You have informed me.

433. Do you remember the sale of Hata Rio's interest, and the reasons for the course I adopted?—I remember the purchase of Hata Rio's land of 400 acres. Hata sold that 400 acres to Mr. Taylor. I saw the giving of £200. I heard the translation of a paper. I saw Hata Rio sign it, and I was a witness.

434. Can you give any reason for my inducing Hata Rio to sell?—I remember a reference relative to a leasing of land by Hata Maka, and others, relative to a lease of land to Turner.

435. *Mr. Booth.*] You say you recollect £50 being paid by Mr. Worgan. Was that the only sum?—There were two moneys, £50 and £50.

436. Do you recollect when the first £50 was paid?—I do not remember the day nor the month.

437. Do you know when the second £50 was paid?—I saw it paid. I do not remember the date.

438. Do you know how long after the second £50 was paid that it was sold to Mr. Taylor?—It was not long.

439. You have been in the habit of purchasing land from the Natives on behalf of Government conjointly with Mr. Worgan?—I have. Mr. Worgan asked me to help him.

440. You have purchased several blocks?—I have.

441. Did Mr. Worgan on any other occasion ever make an advance, excepting on account of land purchased?—No.

442. In making a purchase, if the Natives received a deposit, do you consider the Government