

1873.

NEW ZEALAND.

CHARGES MADE AGAINST MR. G. B. WORGAN.

(PAPERS RELATING TO COMMISSION OF INQUIRY.)

Laid on the Table of the House by the Hon. the Native Minister.

MR. G. B. WORGAN is accused of,—

1. Having, about the 21st March, 1872, whilst engaged by the Superintendent of Wellington (by authority of the General Government) to purchase or lease certain lands from the Natives for the Provincial Government of Wellington, at or within a certain rate per acre, defeated the purpose he had undertaken by aiding Messieurs H. S. Taylor, Donald Smith, Henry McNeil, and others, to acquire such lands, to the injury of the Government he had undertaken to serve.

2. Having, about the 1st April, 1872, untruly asserted to Lieut.-Colonel Thomas McDonnell that such action was taken with the knowledge and approval of the Superintendent of Wellington.

3. Having, by representing to Major Turner that he was, by holding a certain lease, impeding the action of the Government, and by pointing out to Major Turner a certain position within which his land would be allotted, caused Major Turner to make over his lease to Mr. H. S. Taylor; and having subsequently allotted the land in question in a different position to that which he had pointed out to Major Turner, and aided Mr. H. S. Taylor to obtain a new lease; and having recommended the Government to pay at a rate per acre amounting in the whole to two thousand one hundred and sixteen (2,116) pounds, whereas the original lease was obtained from Major Turner for seventy-five (75) pounds.

4. Having persistently withheld from the Government a copy of the original lease to Major Turner (which there was reason to suppose was invalid), though constantly urged to procure such copy by the Government.

5. Having, while in Government employment for the purchase or lease of certain land, engaged with Mr. H. S. Taylor for the purchase or lease of portion of the said land on their private account.

6. Having, about the 4th July, 1872, entered into partnership with Mr. Donald Smith for the purchase of land, on their private account, within the block he was employed to purchase or lease for the Government.

7. Having, about the 15th February, 1872, purchased four hundred (400) acres of land for the Government from Poari Kuramate, at ten (10) shillings per acre, and advanced thereupon two sums of fifty (50) pounds each; and subsequently induced the said Poari Kuramate to resell the same land to Mr. H. S. Taylor at fifteen (15) shillings per acre.

J. T. EDWARDS,

On behalf of General Government of New Zealand.

JAMES BOOTH, being sworn, deposed :

In the beginning of July this year, Mr. Worgan being then absent in Napier, it came to my knowledge by report that he had entered into partnership with Mr. Donald Smith, of Whanganui, for the purchase of land in the confiscated block on the West Coast on this Island, as defined in the *Government Gazette* relating thereto.

Mr. Worgan admitted that an agreement was entered into.

The day following that on which I heard this report Mr. Worgan returned to Whanganui. I told Mr. Pharazyn the report which I had heard, and we together went to Mr. Worgan, who, so far as I can recollect, stated that he believed there was some sort of an agreement to lease Native lands. Two days afterwards Mr. Pharazyn, Major Edwards, and myself sent a joint telegram to the Government (to the Premier), in which this matter was reported, and also copy of telegram No. 34 of 5th July, 1872, C., appended, in reference to the above matter. Between the first conversation between Messrs. Pharazyn and myself with Mr. Worgan and the sending of the telegram, Mr. Worgan showed us a memorandum of a deed of partnership between himself and Donald Smith for the purchase and lease of land in the confiscated block. What are the particulars contained in the deed I do not recollect. This is all I know with reference to the memorandum of agreement.

1. *Mr. Worgan's Counsel.*] Did not Mr. Worgan immediately produce the agreement?—No, he did not. On Saturday morning we had the conversation above referred to, in which Mr. Worgan stated that the agreement was for the lease in the Native reserves—(by Native reserves I mean reserves set apart for hapus by Government, of which there is one at Tangahoe, and others in the

Pakekahi country)—and that his agreement with Mr. Smith would not interfere at all with his action in purchasing land from the Natives for the General Government.

2. Did Mr. Worgan afterwards produce the agreement?—He did. He showed it to Mr. Pharazyn and myself in Mr. Pharazyn's office.

3. When was that?—It might have been on the day on which the conversation took place. I am not positive whether it took place on the Saturday or Monday following.

4. Are you prepared to swear that it was not on the Saturday?—I have already stated that I am not positive.

5. Was the document when produced perused by all three of you?—No, Major Edwards was not present.

6. At whose suggestion was the telegram framed for the Government?—It was not suggested by me to the other gentlemen until after our conversation relative to reports on Mr. Worgan's proceedings, and it was agreed by all of us to send a joint telegram. The telegram was written by Mr. Pharazyn. The three of us sat at the table; each wrote a telegram, and Mr. Pharazyn's was selected, and the others torn up. I do not wish to state that I suggested it; it was the mutual wish of we three.

7. Had Major Edwards any personal knowledge touching the telegram as sent; that is, to the matters giving rise to the sending of the telegram?—With the exception of the knowledge of the conversation as to the memorandum of agreement with Donald Smith, I believe Major Edwards was as well informed as either of us, it being a matter of common report.

8. Was Mr. Worgan in Whanganui at the time this telegram was being sent?—Yes, he was.

9. *The Court.*] I am distinct on the subject that Mr. Worgan admitted that he had agreed with a Mr. Smith to purchase by way of partnership within the Tangahoe Reserve. It is true that he showed Mr. Pharazyn and myself the agreement. The agreement included land on the West Coast. I believe the agreement was signed by Mr. Worgan and Donald Smith, but I am not positive about it. I do not know what date it bore. It was written on paper, foolscap paper. I believe the document had a stamp on it. To the best of my knowledge it bore the signatures of the parties, Mr. Worgan and Donald Smith, I but cannot swear positively.

10. Did you not derive your knowledge of the transaction from Mr. Worgan himself, and of the causes which led to that agreement being prepared?—I did not derive knowledge of the existence of that agreement solely from Mr. Worgan. It was a matter of common report.

11. Was the agreement a matter of common report, or the causes which led to the agreement a common report?—The report was that there was a partnership between Smith and Mr. Worgan.

12. *Major Edwards.*] Did you not receive direct information relative to this agreement from Mr. Smith, the second party to the deed, as well as from Mr. Worgan?—I did not hear from Mr. Smith until after the matter had been reported to Government.

13. From whom did you originally get the information?—From Mr. Freeman Jackson.

14. Did you not receive the first reliable information relative to this deed and its contents from Mr. Worgan himself?—Yes; in the conversation Mr. Pharazyn and myself had with Mr. Worgan on Saturday morning, when we told him it was reported he was in partnership with Smith for the lease and purchase of land in the confiscated block, he said he believed he had made some kind of promise to Smith that he would try and purchase land in the Tangahoe Reserve, not in the whole district.

[Agreement put in by Major Edwards, and read by the Commissioner. Agreement marked "D."]

Mr. Booth continued: It was reported to me, first by Wirihana Puna, and afterwards by Poari Kuramate, that a piece of land was sold by Poari Kuramate to Mr. Worgan, for the Government, at the rate of 10s. per acre for 400 acres, and that two separate advances of £50 each had been made thereon, and was afterwards sold to Mr. H. S. Taylor, with Mr. Worgan's assistance, for the sum of 15s. per acre. Mr. E. Woon and Poari Kuramate are witnesses in this matter. A man named Horopapera Pukeke sold 400 acres of land to Mr. H. S. Taylor, with Mr. Worgan's assistance, for which he stated to me he received £100 in cash and £200 in bills. Witnesses in this matter will be Mr. E. T. Woon and Horopapera Pukeke. Another transaction was reported to me by Wirihana Puna, in which he stated that Hata Rio had first sold 400 acres of land to Mr. Worgan, and afterwards to Mr. H. S. Taylor, with Mr. Worgan's consent. He first sold it for £300 to Mr. Worgan, and afterwards to H. S. Taylor for £400.

Mr. Fox sworn, and deposed:

The details of the matter contained in the fourth allegation will be found in the papers which have been submitted to the Commissioner by the Government of which I was Premier. My impression decidedly was, and still is, that what was called a lease from the Natives to Major Turner was persistently and improperly kept back from the Government. Mr. Worgan was frequently applied to for this lease. There were no good grounds, in my opinion, shown for not forwarding it, and it never was produced until it had been superseded by another document which was sent to the Government in lieu of it; and subsequent to the execution and transmission of the substituted document, then only, and after many weeks' delay, was the original for the first time produced. The particulars of the cash and the instructions given from time to time to Mr. Worgan to procure the original lease, will be found on the file before the Commissioner. The circumstances which made me so desirous to obtain sight of the original document were these: I had on several previous occasions had conversations with a party whom I understood to be interested in Major Turner's lease, and had always told him that the Government would be very unwilling to admit any claims to leases over confiscated land belonging to tribes which might afterwards have been mixed up with rebellion. Just about a year ago I had a conversation to that effect with the party referred to, when he gave me to understand that the parties interested in that lease would not press their claim to an extremity if they could be remunerated the expenses they had been put to about it. I understood him to say, in reply to a query from me, that those expenses would not exceed, say, £200. When I subsequently found that Mr. Worgan estimated the value of the transaction at £2,116, and was prepared apparently to adjust the claim on that basis, I naturally became very desirous to ascertain whether the original transaction with Major Turner, which, had it

been intrusted to me, might have been settled for £200 or thereabouts, was being dealt with in such a way by Mr. Worgan as to inflict a heavy loss on the country.

15. *Mr. Worgan.*] In reference to the allegation that I have persistently refused to produce the original lease to Major Turner, what means could I have used to obtain it other than I did use?—Simply by carrying out the very specific instructions I gave to Mr. Worgan to obtain the lease. My recollection is to this effect: That the document was first of all treated by Mr. Worgan as Major Turner's; then I was told it was in the hands of Major Turner's agent, Mr. Taylor; then, when I pressed that Major Turner should give instructions to his agent to give up the lease, I was informed that Major Turner no longer had any interest in it; and I was further told, in one part of the correspondence, that Mr. Worgan considered he had used, or the Government had used, Mr. Taylor so badly that he could not be surprised at his refusing to produce the lease, or words to that effect, to which I beg to refer in the file before the Commissioner. What I felt was this: that if this lease was, as had been repeatedly described, a lease to Major Turner, and was in either his possession or that of his agent, especially as Major Turner was an officer of the Government, there ought to be no difficulty and not an hour's delay in Mr. Worgan procuring from Major Turner or his agent the lease for the inspection of the Government.

16. *The Court.*] Do you consider that the non-production of this document has been detrimental to the General or Provincial Government?—I have had no opportunity of ascertaining whether the signatures attached to it were so attached at the period it professes to have been executed, or whether in other respects it was a document which the Government was bound to respect in adjusting the claims of the Natives, or other parties claiming under them. But, with the knowledge I have on the subject, I am not prepared to say that either Government has been damned.

17. Do you consider it was of political or colonial importance that the land in question should have been acquired by Government?—Yes; I consider it was of great importance to both Governments, particularly to the Provincial Government; in fact, Mr. Worgan was sent up for the purpose of extinguishing Native titles wherever he could for the Government.

18. *Mr. Worgan.*] Did I not urge upon the Government the necessity of acquiring the particular block alluded to?—Yes.

19. Under what circumstances were certain lands disposed of to Messrs. Shephard and Kells? Shortly after taking office in 1869, the Government was extremely anxious to get a mail-coach route established as far as Patea, and entered into negotiations with Mr. Shephard for the purpose. Mr. Shephard made it a condition that he should be allowed to purchase a block of land at Waitotara, with a view of establishing a farm, and other accommodation for horses on the line. Mr. Kells also proposed that if he were allowed to purchase say 100 acres, he would put up an accommodation-house and establish a ferry at his own expense. I made the best inquiries I could as to the ownership of the block, a portion of which those gentlemen proposed to buy. I found little or no information on the subject in the Native Office at Wellington; the best I could get led to the conclusion that it was quite open to the Government to deal with the land as confiscated land. Messrs. Shephard and Kells entered into arrangements accordingly, under which they became entitled to purchase respectively, I think, 200 acres and 100 acres at £2 per acre—Mr. Shephard at the end of three years, and Mr. Kells, as far as I can recollect, at the end of seven years, his outlay being much larger than Mr. Shephard's. At the time Mr. Worgan was engaged in these negotiations, I have understood that Hata Rio and friendly Natives had asserted claims to the whole of the reserve, including the portions allotted to Messrs. Shephard and Kells.

DONALD SMITH was sworn, and deposed:

There was an agreement between Mr. Worgan and myself to purchase and lease land. That is the agreement you have shown me. I paid £800 into the bank to Mr. Worgan's credit. I was led to believe by Mr. Worgan that there was some land that could be had from the Natives. I believe there were some allotments bought by Mr. Worgan from some of the Natives,—one Native was named Reihana—the land was on the northern side of the Waitotara. There were three blocks Mr. Worgan told me he had bought; Hata Rio, Pirimana Tahua, besides Reihana, were the names of the owners, I believe. The purchase was made, I think, a few days after the signing of the agreement (agreement dated May 7th, 1872). I understood the land was purchased in accordance with the agreement. I have received an account of the £800 lodged in the bank. The money was paid back to my account about two or three months after the agreement was signed. I understood the intention was to purchase or lease Native lands. There was no land conveyed to me. The agreement was not carried out. The £800 advanced by me was a portion of the £1,000 as stated in the agreement that I would advance. I never obtained any land to manage. I believe that the land in question was purchased with my money. Mr. Worgan told me that he had bought three sections of land on our joint account with my money.

20. Do you remember my meeting you and Mr. Worgan at Mr. Worgan's office, the day the agreement was signed?—Yes.

21. The agreement having been previously prepared, did I not witness your signature at your request?—Yes.

22. That agreement was simply a memorandum of an agreement to be afterwards prepared?—At the time, I understood the one put into Court to be the agreement.

23. Was not the agreement a sort of rough memorandum from which the deed was ultimately drawn?—At the time I signed that agreement I had no thought of any other agreement. I never saw any other, though I heard there was one.

24. Did not Mr. Perham, upon witnessing the agreement, state that the document of itself was of an imperfect nature, and that a proper document or articles of partnership should be drawn up?—I do not remember.

25. Do you remember Mr. Perham telling you afterwards that he had drawn up such a deed?—I do, but I never saw it.

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

which I was to pay them £150 for the first seven years, £200 for the second seven years, and £300 for the third seven years. I paid them £75 through Mr. E. Woon on the completion of the agreement, the other £75 I was to pay on taking possession, but as the Native disturbance took place soon afterwards I never held possession, though often requested to do so by the Natives. Some twelve months or more ago, Mr. Worgan, Mr. Williams the surveyor, Captain Kells, Mr. H. S. Taylor, went up to see the land. Captain Kells pointed out the boundaries to be along the road. A Native was also present, whom I supposed to be one of the Natives from whom I leased the land. The back boundary was the Momahaka Stream, and consultation took place between Mr. Worgan and Mr. Williams as to the boundaries of this land, and as to how it was to be divided amongst so many claimants. It was then, I believe, decided that the land should run some four miles inland. Shortly afterwards on finding out that such would be the case, I gave over the lease to Mr. H. S. Taylor, under proviso that I should get my £75 back, and he was to pay Mr. Woon his expenses; since then the lease has been, I believe, in Mr. H. S. Taylor's hands, and I know nothing more about it. I was asked once by Mr. Worgan for a copy of the lease; but never having had the lease in my possession, I referred him to Mr. H. S. Taylor or Mr. Woon.

41. Will you point out on the map the land supposed to have been leased originally?—[Map produced in Court. District map of confiscated lands on West Coast.] It was supposed to be bounded on the East by a bush gully; by the Momahaka on the N.E.; on the West by military settlement land; on the South by the road, the main road from Kells' to Wairoa. On the S.E. by Shephard's and Kells' allotments.

42. What amount of land was supposed by you to be contained within those boundaries?—I was supposed to get 3,200 acres within those boundaries.

43. Was the survey of that block of land completed?—I believe not.

44. Did I not point out, with the assistance of Mr. Williams, that in fairness to the number of claimants to this block it would be impossible for me to give to the Natives who had leased their interest to Major Turner the whole of the frontage to the road?—You did.

45. Do you remember Mr. Williams stating that to get a fair share of frontage to the road and to take in a block of 3,200 acres it would be necessary to go something like four miles back from the starting point?—Yes, in cutting up the block for the other claimants. [Mr. Worgan here stated that there were 42 claimants for land in this block.]

46. Do you consider the allocation of the land I made to your lessors diminished the value of your lease?—Certainly. As I should have to have gone so far back, and in such broken country.

47. Did you not instruct Mr. Woon to wait upon me with reference to your lease in January 1872?—I may have done so.

48. Do you remember on March 4th, 1872, receiving an official letter from me?—I must have done so, as I received a second letter referring to a previous one. [A letter marked B, put into Court and read aloud.]

49. Do you remember replying to the letter just read?—I did reply, and referred you to either Mr. H. S. Taylor or Mr. Woon.

50. Do you remember my telling you at any time that I was endeavouring to obtain the lease for the Government? Yes, for either the Provincial or General Government, I forget which.

51. And that I thought I should probably succeed in doing so?—Yes.

52. *Major Edwards.*] Was the original lease a properly drawn up legal document, or was it a mere memorandum? I refer to the lease which was made over to Mr. H. S. Taylor?—The document was drawn up by Mr. E. Woon, signed by the Natives present and myself.

53. *The Court.*] It is within your knowledge that Mr. Worgan aided H. S. Taylor, Donald Smith, Mr. McNeil and others, to acquire land within the block of which you have spoken?—Certainly not.

54. Did Mr. Worgan represent to you that by holding the lease you were impeding the action of the Government?—Mr. Worgan intimated to me, as far as I can remember, that holding a Government appointment, I ought to give up the land to the Government; also that as the lease was considered informal, he wished to obtain the land for the Government.

55. By whom was it considered informal?—I heard that there was something wrong with the lease.

56. Do you remember when Mr. Worgan first applied to you for the lease or a copy of it?—I think it was over twelve months ago.

57. Was it a written or verbal application?—A written application.

58. Did you ever receive any previous application to the letter marked B, put into Court?—I received two, I know, which I do not think I answered.

59. Did you receive any verbal application for the lease from Mr. Worgan?—No.

60. Mr. Worgan is charged with having subsequently allotted the land in question in a different position to that which he had pointed out to you; are you aware if that was the case?—I am not aware personally how the land has been laid off since.

61. Are you aware whether or not Mr. Worgan has aided Mr. H. S. Taylor to obtain a new lease?—I believe that Mr. Taylor obtained a new lease, but am not aware that Mr. Worgan assisted him in doing so.

62. Did you make over the original lease to Mr. Taylor?—I did.

63. Are you aware whether this lease marked C is a copy of the original lease of which you speak?—I am not aware that this is a copy. An old woman was living at Te Aro Pa, Wellington, to whom I paid £10 for her share of the £75, and a document was witnessed by Captain Buck, as I observe is the case with this before the Court.

64. Are you aware that Mr. Worgan persistently withheld the lease when applied to for it by the Government?—Mr. Worgan repeatedly asked me for the lease, and I referred him to Mr. H. S. Taylor, to whom I had made over the goodwill of it.

65. Was the conversation between you and Mr. Worgan, relative to the giving up of this lease, in his public or private capacity?—In his public capacity.

66. Had you not private conversations with Mr. Worgan, as a friend, on these matters?—Of course I had.

67. Do you consider that Mr. Worgan used undue pressure in any way to induce you to give up this lease?—No.

68. Can you tell how Mr. H. S. Taylor obtained this lease?—It was a private transaction between myself and Mr. H. S. Taylor.

69. Had Mr. Worgan anything to do in the negotiations between you and Mr. H. S. Taylor?—No.

70. Do you know of your own knowledge, or have you heard of Mr. Worgan having any personal interest in the transfer of the lease from you to Mr. H. S. Taylor?—I cannot answer that question.

71. That is to say, not of your own knowledge?—I cannot answer that question.

72. When you say you cannot answer that question, do you mean not of your own knowledge?—I do not know it certainly of my own knowledge.

73. Have you examined the copy of the lease put in with the original document?—No.

74. Have you any reason to suppose that Mr. Worgan has any interest in this lease?—I am not aware that he has; he may.

75. Have you any reason to suppose that any partnership exists, or has existed, between Mr. Worgan and Mr. H. S. Taylor?—I am not aware that any partnership exists between the two; but I know that Mr. Worgan has assisted Mr. H. S. Taylor. I believe he has assisted him in getting some land in the country.

76. When you say you believe, your belief is founded on reports you have heard, is it not?—Yes; on reports I have heard. I have never seen any contract.

77. You know nothing of your own knowledge?—No; certainly.

78. Have you any knowledge of the fifth allegation?—None.

79. Have you any knowledge of the sixth allegation?—None.

80. Have you any knowledge of the seventh allegation?—I have no personal knowledge of it.

[Major Turner's evidence being here read over to him, he wished to qualify his answer to a previous question, by now stating that he does not remember whether the document referred to was or was not signed by himself.]

EDWIN TURNER WOON was sworn, and deposed:

I negotiated an agreement to lease for Major Turner, in the early part of this year. I think it was either in April or May, Major Turner came to me and said, "Will you attend on Mr. Worgan at his office, and show him any papers you have in your possession relative to leasing land from the Natives for me?" I accordingly did so the next day, I think, and exhibited a memorandum of agreement to lease, signed by some seven or eight Natives, which was also drawn out by myself in the Maori language. Mr. Worgan examined the paper, checked the signatures attached thereto with the Schedule A of the list of persons awarded by the Compensation Court, as published in the *New Zealand Gazette* of the 21st of April, 1867. Mr. Worgan replied that the agreement seemed quite in order, and he did not see any reason why the parties therein named should not have the land granted to them in one block. According to instructions from Major Turner, I handed the agreement above referred to to Mr. H. S. Taylor, and at Mr. Taylor's instructions obtained a lease from as many of the survivors and their next of kin as were then living.

81. *Mr. Worgan.*] Is April or May the nearest approach to the date you can give as to your interview with me?—I cannot state more particularly; it was in the early part of the year.

82. Will you say it was not on the 25th of January, 1872?—It might have been in January.

83. *The Court.*] Can you state of your own knowledge anything concerning the first allegation?—Anything I could state would be unfair to my principal, and would be only a matter of my opinion formed from occurrences which transpired relative to dealings for the acquisition of Native lands.

Major Edwards returned to Court, having been necessarily absent in his public capacity.

84. Who do you mean by your principal?—Mr. H. S. Taylor.

The Commissioner here reminded the witness, with reference to the foregoing answer, that he is sworn to tell the truth, the whole truth, and nothing but the truth, and that he cannot allow the consideration he has stated to relieve him from that oath.

Mr. Perham said that in all Courts of justice it is a well-defined principle that a witness cannot be compelled to disclose the secrets of his principal. He must therefore protest, on behalf of Mr. Worgan, at the evidence proposed to be taken. But added that Mr. Worgan has no wish to stop inquiry by objecting, the object of all parties being to elicit the facts.

The Commissioner stated that he had telegraphed for an authoritative opinion on the subject, and informed Mr. E. Woon, that until he received an answer he (Mr. E. Woon) could object to answer questions of a professional nature that might be prejudicial to his employer's interests.

85. In what capacity were you employed by Major Turner?—As a Native agent.

86. I think you said to obtain a lease of Native land?—Yes; the land in question was supposed to be situated on the other side of the Waitotara, which I afterwards ascertained, shortly after an interview I had with Natives for the purpose of obtaining a lease for Major Turner. I observed it in some public notification. It was authoritatively laid off, and to be allotted to the persons named in Schedule A of *New Zealand Gazette*, of 21st April, 1867; and also of those contained in Schedule B of the same *Gazette*.

87. Who were the owners of the land which you sought to obtain for Major Turner?—Hata Rio, Makataiapi, Peramona, Rio's children, Oma-Oma and others. There were nine persons in all.

88. Was their land defined?—It was not at that time.

89. Was the whole block defined?—I have seen on the maps the external boundaries of a block of land which I understood to have been laid off, to be used for the purpose of awarding to Natives mentioned in Schedules A and B, the amount of land awarded them by the Compensation Court. It is my business, as a Native agent, to find out these and similar matters.

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.

ROBERT PHARAZYN was sworn, and deposed :

I know nothing directly of any of these transactions referred to, except the one relating to Mr. Smith. But with the permission of the Court, I will read extracts from a diary, which I am in the habit of keeping. The first time the matter came to my knowledge was on the 10th of June: "Ballance told me a queer story about Worgan. He has seen a document drawn up by Perham, whereby Worgan agrees to go shares in land speculations with a man here, he (Mr. Worgan) selling land acquired from Natives to him (the man). He got £800 from this man to buy land with, and as he could give no title had to secure him by indorsing over to him two life policies before going to Wellington. Ballance is quite sure of his facts, but has no occasion to use them at present." I heard nothing more about this till the 29th June. "During the morning Booth called to speak to me about a matter he has heard affecting Worgan. It is the same thing as to which Ballance told me. Freeman Jackson is acting for Smith, the man who paid Worgan the £800 on account of a land speculation in which Worgan was to share the profits. Booth asked my advice in the matter, which was that we should see Worgan at once, and have it out in justice to him as well as the Government. We did so, and he admitted the fact, but said he had withdrawn from the affair, and was sorry he went into it. Ballance, he says, is to arbitrate. I said I was glad he had done so, as the Government could not approve of the proceeding, and it would be made use of against him." I spoke very strongly on the subject, and he said that though it might be wrong in ordinary cases for an officer of the Government to deal in lands under such circumstances, in his particular case Mr. McLean had authorized him to do so, the object of Government not being so much to acquire the land for sale as to take it out of the hands of the Natives. Mr. Worgan appeared to be candid and straightforward in what he said, and did not seem to me to wish to conceal any part of the transaction, and said he would show us the document. On the 3rd of July, "Low called about Percy's land, and talked a good deal about Worgan's land purchasing, giving an exaggerated account of it, but it is clear that the thing is known and regarded as disgraceful. Met Worgan while lunching at Atkinson's, and he showed me the deed between himself and Smith, by which he agrees on joint account to buy any land on West Coast. I pointed out this discrepancy between what he told Booth and me, and the fact he says the intention was that only land in which the Government was not interested was to be bought." On the next day (4th), "met Booth with Edwards, when the former told me Worgan had shown him the agreement with Smith, and that it made the affair worse than he thought; also he knew of other queer transactions. His opinion was that we ought to warn the Government, especially as the thing was the talk of the place. To think over the matter, and decide what course to take to-morrow. On the 5th (Friday) "Booth and Edwards came into my office, and we discussed the Worgan question. I propose stating to him (Worgan) that as the matter was notorious, we felt bound to ask him to explain to the Government the whole affair. Edwards and Booth agreed that if we took this course, Worgan would be forearmed by being forewarned. But, besides this, there was the chance that Woon (Richard Woon) would telegraph to the Government on the subject, and perhaps reflect upon us for concealing our knowledge, so that we finally agreed that it would be right to telegraph to the Government. On my suggestion, we each wrote a telegram, and it was decided to send mine, as the most concise statement of the case. I therefore copied it with a few verbal alterations, we all signed, and I sent it off. I found the line was down when I went to the office, but that it would go at 4 or 5 p.m. Copy in private book in despatch box." Telegram alluded to, is that marked C, of the 5th of July. I have no personal knowledge of the second, third, fourth, fifth allegation. I have referred to sixth allegation above. I know nothing whatever about the seventh allegation.

115. *Mr. Worgan.*] Were you aware at the time that the joint telegram was sent to the Government that the transaction supposed to have been entered into with Mr. Smith had come to an end?—You informed me that it had terminated.

116. Have we not had repeated conversations in the matter of Turner's lease?—You told me to the effect that the original lease was a good one, and that by purchasing it for the Government a great many difficulties in relation to Native claims would be removed; and I always considered it an unfortunate circumstance that the Government made difficulties about it, neither purchasing it themselves nor taking any definite action to leave it in the hands of the supposed owners.

117. Did I within your knowledge bring as much reasonable pressure as possible to bear on the Government to settle this matter one way or the other?—Yes, I thought you did so to a much greater extent than is usual with Government officers. My opinion was that it was owing to the action of the Provincial Government that the matter had not been settled satisfactorily.

118. In conversation on the same subject have I not from time to time suggested that Taylor was apparently agent for others?—Yes, you have.

119. Will you state generally what you know on this subject?—Mr. Taylor came on several occasions to my office, and said that if the Government did not purchase his lease he should occupy the land and maintain his rights in a Court of law if necessary. I always thought with him the question was really one of legal right; that if he had a right to this lease which he could maintain in a Court of law, the Government was very foolish not to come to terms with him, thinking they might act as dictated by common sense. I urged Mr. Taylor to wait, so as to give the Government an opportunity to purchase. I telegraphed on more than one occasion on this subject to the Government, recommending the purchase of the lease. [Mr. Perham desires that the evidence given by Mr. Pharazyn as extracts from his diary should be verified in the course of the proceedings by the production in Court of the original diary.]

Colonel THOMAS McDONNELL was sworn, and deposed :

It was during the time His Honor the Superintendent and Mr. Bunny were down here; I forget the exact date, I think it was before April, it was the day before they took their departure for Wellington. I was requested that morning by Mr. Worgan to come with him to Atkinson's Hotel as he had some business which he wished me to transact, and I held a license as a Native interpreter. We went into a room on the right-hand side of the hotel, and there were several Natives present.

Mr. Worgan was called out of the room by Mr. Russell, and I think Major Turner. He was absent about ten minutes when, he returned and asked me to step with him into another room, where we should be by our two selves. He told me there was an arrangement between Messrs. Russell, Iveson, Major Turner, on one part, and Natives (Ngarauru) on the other part, respecting a block of 8,000 acres of land at Waitotara or neighbourhood. Mr. Worgan wished me to transact the business, and acquire the signatures of the Natives to sell this block to the gentlemen I have before mentioned. Mr. Worgan then showed me a telegram which he said he had received from the Hon. Mr. McLean, desiring him to stay his proceedings about the land. I think, shortly afterwards he told me that he had received another telegram desiring him to go on with it. I did not see this last telegram, as Mr. Worgan had not got it with him at the time. Mr. Worgan told me I should be well paid for my trouble, and any expenses I incurred in getting the signatures of these parties I should be recouped. I declined to have anything to do with the transaction, on the ground that it was against the interests of the Government, and, being a Government officer, would involve me in what I considered a dishonorable action. Although having no fixed appointment, I was in receipt of their pay; that he had far better apply to Mr. Edwin Woon or my brother Captain McDonnell, who could legitimately transact any business of that nature. Mr. Worgan told me on this that he would back me up against anything the Superintendent or Mr. McLean might say; that he had had their sanction. Also that the would-be purchasers in this block, the gentlemen before mentioned, would be willing after this sale to give it up to either Government, Provincial or General, provided they did not lose in the matter; but that whatever happened, he would take care no harm happened to me, and that it would be £40 or £50 in my pocket; besides he would put me in the way of making several hundred pounds in addition to my pay, if I would think over it and give him an answer next day. Having understood before this that the Government wished to get this block, I thought it my duty and told Mr. Bunny that Mr. Worgan had wished me to negotiate the purchase of 8,000 acres in the Waitotara district privately, and that I had declined to do anything in the matter. Mr. Fitzherbert sent for me afterwards, and showed me a telegram to Mr. McLean—I think from himself—in which Mr. McLean was requested to desire Mr. Worgan to desist from any transaction of the kind, and told me also that the Provincial Government were to get the whole of this block. Relative to the second allegation, it was not on one occasion, but on several occasions, that Mr. Worgan stated that he had the sanction of the Superintendent. Some days after this Mr. Worgan asked me to again transact this business, and to assist Mr. H. S. Taylor, in the library or subscription room of Mr. Jones's shop. I declined again to have anything to do with it, and he told me that Mr. Fitzherbert had allowed him to negotiate. I saw Mr. H. S. Taylor the same day, but from what I gathered from him I perceived that the Superintendent was evidently antagonistic to the matter. However, I promised to see Mr. Worgan again, and if I were satisfied that the Provincial Government had no objection to offer, I would do what I could to get the thing done. I saw Mr. Worgan again, and promised to meet him that day or the day after, in company with Mr. Borlase, and would see what could be done—Mr. Worgan telling me that an arrangement was to be made with the Provincial Government to have a portion of this block; the rest, I presume, was to be given to Mr. Russell and others. I telegraphed to Mr. Bunny, and got a telegram in reply—

[Mr. Perham desired that the original telegrams from Colonel McDonnell and the reply should be produced, but wished further to state that he might not press the objection though he desired it to be recorded.]

The Commissioner replied, that should Mr. Perham press for the original documents they should be obtained.]

That I had the permission of the Provincial Government to negotiate the block if I could get the whole of it for them. I think it was in the afternoon of the same day that Mr. Worgan, myself, and Mr. Borlase met in Mr. Worgan's office, in these buildings. Some conversation took place about this block, and to the best of my recollection Mr. Worgan said that he could arrange for the Government to have the 8,000 acres, and he would give Mr. H. S. Taylor and these other people land elsewhere in the same neighbourhood. Nothing was definitely settled that afternoon, but it was arranged that we should meet next day with Mr. Taylor, at 10 o'clock, and arrange that the question should be settled. I came down a little before 10 o'clock next morning. I found Mr. Worgan in his office, packing up to go to Wellington. He went.

[Colonel McDonnell put in a copy of a letter D, which he read to the Court. Mr. Perham raised the same objection to this as in the case of the telegrams. Colonel McDonnell also read a telegram E, in reply to his letter, which was also put into Court.]

Mr. Worgan returned from Wellington some week or ten days after. In the interim I received instructions from the General Government to act under the instructions of the Provincial Government to negotiate a lease of land at Murimotu, and a good deal of correspondence took place about the Murimotu Block, and I had to go to Wellington. Mr. Worgan met me the day before I went, told me he had returned from Wellington, that he had seen Mr. Fitzherbert, and that now he had their permission to negotiate the 8,000 acres block, and asked me again to transact the business. I told him I was very glad to hear the matter was settled at last, and that I would undertake the negotiation on my return from Wellington. I went to Wellington the next morning, and I called up and saw Mr. Worgan in his bedroom. He said, "It is a great nuisance you are going to Wellington," gave me some papers which he asked me to give to Mr. Fitzherbert, told me he would write, and I left him under the impression that the Superintendent had sanctioned the private sale of this 8,000 acre block. On my arrival in Wellington I saw Mr. Bunny, the Provincial Secretary, and we commenced a conversation about the leasing of Murimotu; the conversation got round to the 8,000 acres at Waitotara, and I found out that they had no idea of letting the land go to private persons. When I returned, I sent a telegram to Mr. Bunny. [Telegram put in, marked F. Colonel McDonnell read the telegram to the Court.]

[Colonel McDonnell stated that he had taken notes at the time, as far as concerns the first portion of his evidence, but that the latter part was entirely from memory. The telegrams E and F bear the same date, and Colonel McDonnell said he could not be certain which was the earlier.]

120. *Mr. Worgan.*] I hand Colonel McDonnell a letter dated 11th April, Wanganui, referring to an arrangement. Can you state what that arrangement was? [Letter put in and marked G, and read by the Commissioner.]—That H. S. Taylor should take land elsewhere.

121. Did I not leave for Wellington the next day?—Yes.

122. Do you remember upon what grounds I impressed upon you the necessity of assisting me in the matter?—Yes; the object was, in getting rid of this land to these people to get rid of the Native claim.

123. Do you remember why I preferred your services as Native interpreter to the others you mentioned?—I cannot think of any particular reason, but Mr. Worgan might possibly be able to bring to my memory.

124. Was it not in order that the arrangement should be kept within the knowledge and control of Government officers?—No; not to my recollection. To the best of my recollection, Mr. Worgan said that my brother Captain McDonnell was absent, or often absent, and that he did not care about employing Mr. Edwin Woon.

125. Had not Mr. Pharazyn and Mr. Borlase more or less acquaintance with these subjects within your knowledge?—Yes; I believe they had.

126. *Major Edwards.*] Did you not understand that the first business relative to 8,000 acres was purely a matter of private business on Mr. Worgan's part on account of Messrs. Russell and others?—Yes.

127. Did you understand that Mr. Worgan had the sanction of the Government, either Provincial or General, or both?—At one time he said he had the sanction of both Governments, and at another he had not; in this way, that he said he was determined the Provincial Government should not have any of the land at all, and then that he would bear me out against both Governments if they found fault with me.

128. Did Mr. Worgan in the first place tell you he had the sanction of Government?—No, not at first; he simply asked me to undertake the negotiation.

129. When you refused to undertake the negotiation of the land, did Mr. Worgan tell you he had the sanction of Government?—Not on that day, but he said he had the sanction of Mr. McLean to do as he liked.

130. Did you understand Mr. Worgan to ask your assistance in his private or public capacity?—I did not understand Mr. Worgan to ask me in his public capacity on the first day, because he wished me to negotiate for private people, although in getting rid of the Native title he might have been fulfilling his instructions in respect to that.

131. After the first day, what do you understand?—It was either in his office or Mr. Jones's shop that he said it did not matter to him who bought the land, so long as he got rid of the Native title. It was between the first day and the day of my going to Wellington.

[The Commissioner read a letter marked H, which Colonel McDonnell acknowledged having been written by him. Also a telegram marked I, which Colonel McDonnell stated he had seen before.]

[Mr. Perham, on the part of Mr. Worgan, made the same reservations as before as to the original document.]

[The Commissioner read the 3rd allegation.]

Colonel McDonnell said he had no knowledge of the matter, as also to the 4th, 5th, 6th, and 7th allegations.

ROBERT PHARAZYN recalled.

132. *Mr. Worgan.*] Have you not, since my appointment here, been intimately acquainted with the nature of my operations, and consulted on the same subject?—Yes; I say yes, speaking of the general nature of the operations. I know nothing of the details, but understood the object of the operations, and entirely approved of the general object of what may be called the policy pursued by Mr. Worgan in reference to these purchases.

133. You have no reason to think that in any case I have been actuated by private motives?—No; I have always considered that you were doing your public duty to the best of your ability, and that if you had done it in a more perfunctory and official manner, you would have avoided having charges of unfair dealing brought against you, but nothing would have been done.

134. You remember, probably, my pressing Colonel McDonnell to place his services at my disposal, and my reasons for having done so. Will you state to the Court your remembrance of the matter?—I remember that you told me that you wished Colonel McDonnell to act as Interpreter, and to manage various Native transactions in such a way as to assist you to carry out your public duties, and that, as Colonel McDonnell was an officer of the Government, he would be able to prevent intriguing or competition with respect to the purchase of the Native lands, which would militate against the operations you were carrying out for the Government. If I remember rightly, I advised Colonel McDonnell, with the sanction of the Government, to do that.

135. About the 10th of April do you remember my showing you a telegram to the Under Secretary? [Copy of telegram marked J read and put in.]—Yes, I agreed with the telegram. On the 6th of April do you remember writing a letter to Mr. Cooper bearing on this subject?

136. I refer to the letter in question. [Copy of letter marked K, read and put in.] Previous to sending that letter you telegraphed to the Government about Colonel McDonnell?—Yes. [Copy of telegram put in marked L, and read.]

137. In conversation with you about Turner's lease, have I not always expressed an opinion that it was by far the best thing the Government could get hold of?—Yes, frequently.

138. Do you remember any value being put upon that lease?—We calculated it to be worth about £1,200; I mean Mr. Worgan and myself. We calculated it separately, at the request of Government. I speak of the lease, not of the freehold, and Mr. Worgan thought he might probably get it for £500.

139. Is it within your knowledge whether the lease belonged to Major Turner or Mr. H. S. Taylor?—I have always heard it originally belonged to Major Turner. Major Turner came into the

office to see some plan which he thought might be in the office, and said the boundaries had been so fixed by Mr. Worgan that it rendered his lease valueless; that he had parted with it, and did not intend troubling himself further about it, so long as he recouped himself.

140. Have I not always stated on public grounds that I conceived the original of the lease to Major Turner should be confirmed by a properly drawn up legal instrument?—Yes, I agreed with you, and I urged that view strongly on Mr. Fox.

141. The survey of the 8,000 acre block was originally incomplete, and the traverse of the Waitotara has materially altered the position of the allotments?—Yes, considerably; the river was supposed to run due north, and was found to tend due east.

142. Is not the cost of surveying that part of the country very great?—Yes, it has been exceptionally high; so much so, that I required the surveyor to give explanations on the matter.

143. By inducing Natives to the number of nine or ten together to accept an allotment in one block, did I not effect a very large saving of expense to the country?—Yes, the whole cost of the sectional survey was saved by this proceeding, and also all incidental expenses. We discussed the matter together; and although it was more troublesome to you to proceed in this way, yet you entirely agreed with me that it was the best course to take, and the result was a saving of several thousand pounds to the country generally.

144. From the floating character which the compensation awards possessed, are you not of opinion that great difficulties and expenses would have arisen had I not been able to induce Natives to leave the allocation of their claims in my hands?—Yes, they would simply have "spotted" the country. I think your first proposal was to allocate their claims on the Whenuakura Block, against which I protested in the interests of the settlement of the district. You admitted the force of my arguments, and decided to allocate them as much as possible on the Lower Wairoa Block—a course it was more difficult for you to get them to agree to.

145. The refusal of the settlers to permit the return of Natives into the Waitotara district added very materially to the difficulties I had to contend with?—The state of feeling amongst the settlers renders it more difficult to satisfy the Natives, and at the same time more important to buy up their claims.

146. From your official knowledge of my position, from my instructions, you would consider that I was amply justified in adopting any legitimate means to serve the public interests intrusted to my care?—Most decidedly. The main object of the Government was simply to get rid of a very troublesome Native question; the Natives had rights which could not be ignored, and promises had been made to the settlers which could not be disregarded; the Government had practically given a guarantee that the Natives should not be allowed to return to the confiscated lands. On the strength of that the settlers reoccupied their own lands, and the only practical solution of the difficulty was to buy up as many of the Native claims as possible.

147. Do you remember the purchase of Hata Rio's allotment by Mr. H. S. Taylor? I fully explained the object of it to you?—It was to avoid a complication that had arisen in consequence of the action taken by Mr. Fox in granting some of his land to Shephard and Kells, under the impression that some of these men had been in rebellion.

148. *The Court.*] Had Mr. Worgan any power to deal with the confiscated lands without your permission?—He had no power to deal definitely with them without my sanction, but in many cases it rendered it difficult to say whether the floating claims would reduce a particular block of land into the condition of Native reserve. If there were any defined Native reserves, I suppose Mr. Worgan had full power to deal with them; at least I had not.

149. What are the boundaries of your district?—The boundaries, as gazetted, are from the Wanganui River to the Punehu; practically my boundary commenced at the Waitotara. The back boundary is a defined line, the front boundary is the sea. All lands within those boundaries are confiscated lands, with the exception of certain reserves; and within these boundaries certain awards had been granted by the Compensation Court, but only some of these were defined; about 17,000 acres were undefined.

150. Did not the Natives desire to have their land granted in one block?—I am not aware of it. The conditions under which they could exercise their right of selection were defined in the judgment of the Compensation Court.

151. What steps were taken by Mr. Worgan to define these boundaries?—(A map was produced and explanation given.)

152. Then am I to understand that all the steps taken by Mr. Worgan in this matter met with your concurrence?—Yes.

153. When you speak of the lease, which lease do you allude to?—There are three documents: first dated 28th May, 1868, from the Natives to Turner; second dated 30th March, 1872, from Turner to Taylor; and the third dated 27th May, 1872, from Natives to Taylor. I have referred merely in all cases to the land.

154. Why did you think it desirable that any document connected with the land should be legalized?—I considered it was a good holding title.

155. Was it within your knowledge that the Government considered the so-called lease no lease?—I understood that Mr. Fox held that opinion; the Attorney-General held a contrary one. I understood, from what I heard while in Wellington, that the Attorney-General differed from Mr. Fox.

156. Are you aware that Government made sundry efforts to obtain sight of the lease?—Yes; Mr. Fox told me that he had endeavoured to get a copy of it, and had instructed Mr. Worgan to furnish him with one. Mr. Worgan, I know, tried to get a copy on two or three occasions. He told me he had frequently urged Mr. H. S. Taylor to give him a copy. I believe Mr. Taylor objected to show his cards to his opponent till he knew his position. I think a copy of the lease was finally sent at my request; I wrote and obtained it from Mr. Taylor.

157. Are you aware that Mr. Worgan settled several questions by buying out European interests in Native claims?—Yes, the claim of Stephenson Smith in the Kakaramea Block, and others referred to in Mr. Worgan's report.

158. What were these compensation awards?—They were not Native reserves, but lands to be given under Crown grants.

159. When boundaries were once settled, you and Mr. Worgan worked together as brother officers, and consulted together?—We worked together and consulted together all through. I know nothing of the purely Native part of the business, or of the purchase or sale of land after it was allotted.

POARI KURAMATE sworn, and deposed:

160. *Mr. Booth.*] Do you recollect about the beginning of the year selling a block of 400 acres to Mr. Worgan?—I remember.

161. Was the land your own, or were you acting for others?—Not my property, but the property of Wahanga.

162. Did you understand that Mr. Worgan was purchasing that land for the Government?—I understood Mr. Worgan was purchasing that land for the Government.

163. Did you come to an agreement as to the price he was to give you?—We did; the price was to be 10s. an acre.

164. Did you receive any advance or advances on account of this land?—I have received some money on account of the purchase.

165. What sums did you receive, and when?—In February 1872, I received £50 as my first instalment; on 25th April, I received £50 again. The latter sum was paid in a room in the Court House.

166. Did you give receipts for these sums?—I signed a paper when he gave me the money.

167. Did you sign two papers on each receipt?—I signed a receipt for each sum I received.

168. Were these receipts signed by you only, or by others as well?—These receipts were signed in the first instance by myself and two women, and in the second instance by myself and the children of Wahanga.

169. Was that purchase ever completed by the Government?—I received these two £50, and he was to receive £100 as soon as the land had passed the Native Land Court; Mr. Worgan having stated that when the land had passed through the Court we should receive the remaining £100 we came outside and spent this money; we therefore let the matter rest and took no further action. I did not seek for any other purchaser of the land after having received the £100. In May last I came here; Mr. Worgan saw me; he spoke to me; his words were, Do you know the children of Wahanga? I said, Yes; they are those persons who came here and received the last money from you, and signed their names to the receipt. He said to me, Will you agree with me in what I say. I said, Tell me what you are going to ask. He said, There is a person who wishes to buy that land for £300. I said to him, The mind is with you. I said to him, What about this money, the Government money? I refer to the £100 I had received. He said to me, Just as you like, you can return the £100 the Government paid to you. I said, Wait a bit; I will go and see the children of Wahanga; if they agree to it, well; if not, it cannot be done; I have not the power to agree to it. When I returned to my whare I spoke to my wife, who is also a descendant of Wahanga. I told her Mr. Worgan had been speaking about the land. She said to me, Perhaps you may come to some trouble about this money. I replied, Mr. Worgan told me that if you, as one of the descendants of Wahanga, return the money, it will be all right. However, three of us, two women and myself, came to this town. When we came to the town Mr. Worgan introduced us to Mr. Taylor. My wife's name is Rahira, and the other woman is her younger sister, named Panga. Mr. Edwin Woon acted as interpreter, and we went with him to Mr. Taylor's; Mr. Worgan accompanied us. Mr. Taylor was the person who wished to purchase for £300. We agreed with Mr. Taylor through Mr. Woon to accept £300 for this land; that Mr. Taylor would repay the £100 paid to us by the Government in the first instance; we receive £100 in cash, and the remaining £100 to be paid when the land had passed the Native Land Court. On the 29th May we received this money, viz. £100 in cash, and a paper guaranteeing us the other £100 when the land passed through the Court. [Paper handed in and read by the Court, which was a promissory note for two years signed by Mr. H. S. Taylor, for the sum of £100, dated 29th May, 1872. Also, a paper professing to be a memorandum by Mr. Woon, showing the sums which had been received or were to be received, bearing no signature, but stated to be in the handwriting of Mr. Edwin Woon.] It was arranged between us then and there, that the money should be paid when the Crown grant was received. It might be two years or more. A deed was drawn up by a lawyer and interpreted by Mr. Edwin Woon, which we signed. Having the money and signed our names, we came away. Subsequently Mr. Woon asked me to hand in my claim to the Native Land Court, to have my case heard, so as to get a Crown grant; if not that, a certificate of title. Mr. Woon handed me a form, and I sent in my claim. I wrote a letter to the Chief Judge of the Native Land Court, Mr. Fenton, transmitting this claim; he replied to my letter, and said it was good. I have forgotten the letter. This land is at Whenuakura, and was a claim made on the compensation award.

170. Is Wahanga alive at this time?—He is dead.

171. Are the women you have mentioned, Rahira Kuramate and Panga, daughters of Wahanga?—No, they are grand-daughters.

172. Was Mr. Worgan present when you transacted this business on the part of the claimants, that is to say, the sale of the land to Mr. Taylor?—Yes.

173. Was Mr. Worgan present when the £100 was returned by Mr. Taylor, the second £100 paid you in cash, and the third £100 in a promissory bill?—As far as I know, Mr. Worgan was present. I think he was present.

174. Do you know of your own knowledge whether Mr. Taylor was acting as agent for the Government or on his own account when this money was paid?—I do not know if he was acting for himself or the Government, but I understood, when I received the first £100 from Mr. Worgan, that it was from the Government.

175. Do you recollect when the deed was interpreted to you whether Mr. Taylor's name was in it as well as your own?—I do not remember, but I think Mr. Taylor's name was in it.

176. Are you positive that you did not receive £325 for that land?—I know nothing about the £25. All that I know about is what I saw, and that is the sum of £300.

177. *Mr. Worgan.*] Were you satisfied with the Government purchasing price of 10s. per acre?—I was satisfied with the price. Mr. Worgan told me that the Government price of the land was 10s. an acre, and I agreed to accept.

178. Were you ever at any time offered more money by anybody else?—I never was offered any higher price for the land. We Natives would have wished a higher price, but understanding that the Government only could buy the land, we accepted the Government terms.

179. Was there any other witness besides you and me to the original transaction?—Wirihana Puna was present.

180. Do you know whether Wirihana was intimately acquainted with all the circumstances of the case?—Wirihana knew all about it. He told Mr. Worgan that my wife had an interest in this land, being a descendant of Wahanga.

181. Was Wirihana not present on all occasions, and intimately acquainted with the nature of each transaction?—He is familiar with all the circumstances of the purchase. He acted for me and advised me in the matter.

182. *The Court.*] Did Wirihana see the receipts given for both the £50.—Wirihana saw us receive the money, and saw us sign the receipts in one of the rooms of the office here.

183. Was Wirihana present on both occasions?—Yes.

184. Was Wirihana present when the resale took place to H. S. Taylor?—Wirihana was not present, but he heard all about it.

185. How did he know all about it?—He told me that he heard that we intended selling this land to Mr. Taylor.

186. Who is Wirihana—does he occupy any official position?—He is an assessor.

187. Is he connected in any way with the Land Purchase Department?—He acts for Mr. Worgan in speaking to the Natives about the land, more as an agent than interpreter.

188. Do you consider him as an agent for the Government?—I think he is; he has acted in that way since he has been with Mr. Worgan.

189. Why do you say you can sell only to Government?—First of all, I did not know where this land was, there being no boundaries laid down. And when Mr. Worgan spoke to us about the land we agreed to sell it to him for the Government, thinking that we could not sell it to others, because persons wishing to buy went to him about it.

190. Having sold the land to the Government, what induced you to sell it to another person?—Because Mr. Worgan told us we could sell it again, therefore we sold it. We sold it in the first instance for £200; but finding we could get £300 for it, we decided to accept it.

191. Whose property do you consider the land to be, Mr. Taylor's or the Government's?—I am unable to say whether it is Mr. Taylor's or the Government's; perhaps the Native Land Court can settle the matter.

192. Do you know there is a Native Lands Frauds Commissioner's Court?—I have not heard of such a Court.

193. Do you not think you acted very dishonestly when you sold the land a second time?—I do not understand that I acted dishonestly in the matter.

194. How do you know that your claim amounted to 400 acres?—He saw published certain notices of the Compensation Court allotting each person named with so much land.

195. What name stood opposite this land?—The name of Wahanga; my name is not mentioned.

196. Are there any other descendants of Wahanga besides those mentioned?—Wahanga has two sons and one daughter living.

197. Did you understand, when selling this land, that you were selling the whole interest in the land?—I spoke to the others about the land, and they agreed that I should act for them in the matter. I signed for the others, not myself. I signed for Paramena, Te Wharetiti, Apiha, Te Pipi, Riheta Te Puihi; these are of the sons and daughters of Wahanga. I signed also for the two women, the daughters of one of the persons mentioned.

198. Did you state on the deed that you signed for those people?—I do not know whether it was so written on the deed. I stated at the time that I signed for those persons.

199. Had you any written authority to sign for those people?—They only told me; they did not give me any written authority.

200. Had the land been surveyed at the time of sale?—I never saw the land; I do not know whether it was surveyed.

201. Do you know if it has since been surveyed?—I do not know.

202. Did you mention, when selling it to Mr. Taylor, that you had previously sold it?—No; I did not mention it, as I thought he already knew that I had sold it to the Government.

EDWIN WOON recalled.

203. *Mr. Booth.*] Do you recollect a block of 400 acres being sold by Poari Kuramate to Mr. H. S. Taylor?—I remember Poari Kuramate, Rahira Kuramate, wife of Poari, and Ngakari or Panga, the same person, as representatives of Wahanga, selling a block of 400 acres, awarded to Wahanga by Compensation Court, to Mr. H. S. Taylor.

204. What was the price per acre given by Mr. Taylor for this land?—15s.

205. Was Mr. Worgan present when the sale of this block of land was negotiated?—Mr. Worgan was present a short time during the time I was arranging the business. If I remember rightly, his (Mr. Worgan's) business was relative to the allotment of the land.

206. Was Mr. Worgan present when the money was paid for the land?—I think so.

207. Did the Natives know the number of the allotment which they sold to Mr. Taylor?—Yes; the allotment was fully described in a schedule of the deed, and formed part of the deed.

208. Do you know of your knowledge that before the land was sold to Mr. Taylor that the Natives had any idea as to the position of the land?—I do not think that they had the remotest idea.

209. Whose name did the deed bear as purchaser; was it Mr. Taylor's name for himself or the Government?—The land was conveyed to H. S. Taylor absolutely.

210. Was there only one deed prepared or more for that transaction?—I translated one deed. I saw another deed which seemed a skeleton deed, and was signed "Wahanga."

211. Do you know whether Wahanga was alive when you saw his signature on the skeleton deed?—He was not. By the writing I think it was signed by Poari Kuramate.

212. How did you come to see the deed: was it submitted to you in the way of business?—I simply saw it in Mr. Worgan's hand for a minute. I caught sight of it.

213. Can you describe the deed at all to the Court; give any particulars as to its contents?—I cannot.

214. How do you know that it was a skeleton deed, or anything about it?—I call it a skeleton deed because there were certain blanks which were not filled in.

215. Can you give any more particulars about the deed?—I took a glance at the deed. My business having much to do with the kind of deeds, I was perhaps more expert in telling at a glance what sort of deed it was. It purported to be a conveyance to some person whose name was not mentioned, and to be signed "Wahanga."

216. Will you state to the Court what fee (if any) you received for this transaction?—I think I received £20 or £25. I am bound in a certain way to obtain a confirmation of the deed by the parties ordered to succeed, by the Native Land Court.

217. You say this land was defined in the deed; when was it surveyed?—The land was fully described on the deed, in accordance with a memorandum given by Mr. Worgan. I believe it had been surveyed, as the boundaries were taken from the map. I saw a standard map in Mr. Worgan's possession, from which they were taken. Some of the blocks had natural boundaries, but I am not certain whether this was one or not. I heard Mr. Worgan call it a standard map, but I do not know whether it was one or not. It was one of several blocks. I do not know whether they were connected. One or two were connected. A letter was sent to Mr. Worgan by the Natives, asking for particulars about the land, and stating that they wished to sell it. Mr. Worgan supplied them with particulars, which were given to me, and from which were described the land in the deed.

218. Was the memorandum given to you?—It was given either to Mr. Taylor, myself, or the Natives.

219. In this particular case, can you produce the letter alluded to?—No; all the papers are in the hands of Mr. Taylor. Original letters from the Natives, applying for the allotment, would be in Mr. Worgan's hands.

220. You stated in your evidence that the Natives, before Mr. Taylor's purchase of the land, did not know where the land was; is it so?—Yes.

221. How did you contrive to explain to them the contents of the deed under those circumstances?—When Mr. Taylor purchased the land, the description thereof formed part of the deed as furnished by Mr. Worgan, which I translated to them before the execution of the deed.

222. Were you aware at this time that all such sales would have to be examined into by a commissioner, under the Native Lands Frauds Prevention Act, who would have to certify that they were according to equity and good conscience, and that without such certificate they were absolutely null and void in law?—I am aware of the existence of the Native Lands Frauds Prevention Act, and was, I believe, at that time; but my knowledge was only a superficial one, as I had never seen the Act, but was of opinion that these lands did not come under its operation. Notwithstanding, the purchase was completed, to the best of my knowledge, in equity and good conscience.

223. Do you know the land in question?—I know where the land is now.

224. What do you conceive to be its value per acre?—From 30s. to £2, at the present time; it was not so at the time it was purchased; at least I do not think so.

225. What price was paid for it?—15s. was paid for this portion of it, with a doubtful title.

226. In what respect did you consider the title doubtful?—Inasmuch as it is necessary to get a deed of confirmation. There is a risk in getting this deed.

227. Must not the deed of necessity be confirmed before the land is conveyed?—The title is a good holding title without the deed of confirmation.

228. Are you aware whether the allotment of this land was withheld?—At the time I could not understand certain matters, but which are fully explained in Mr. Worgan's report.

229. If the land had been allotted, do you think it would have sold for a better price?—I am quite satisfied that had the land been allotted to the persons named in the award of the Compensation Court, and they had been allowed to deal with their separate blocks of land, I could have obtained from £1 to £1 10s. per acre, and possibly in some cases £2, according to the allotment.

230. *Mr Booth.*] With reference to land sold by Horopapera Pukeke, can you give the Court any information?—Horopapera Pukeke is one of the persons referred to by me in my previous evidence, Mr. Taylor having purchased his land through me.

231. What price did Mr. Taylor give for his land?—I am not quite sure as to the amount, and I would rather decline answering questions of that nature.

232. Was the deed made out in Mr. Taylor's name, or in Mr. Taylor's name as agent for the Government?—I know nothing about the Government at all. Mr. Taylor purchased absolutely from Horopapera Pukeke.

HOROPAPERERA PUKEKE was sworn, and deposed:

233. *Mr. Booth.*] Do you recollect selling a block of 400 acres of land in confiscated land to Mr. H. S. Taylor?—Yes.

234. What price did you receive for that land?—£300.

235. Were you advised by Mr. Worgan to sell that land to Mr. Taylor?—I was not.

236. How was that payment made to you for that land, in cash or how?—£100 in cash, and we spoke of the remaining £200 in bills.

237. Can you produce those bills?—Yes. [Bills produced and handed to Commissioner, and read to the Court, being a promissory note for £200 payable in two years from the 16th May, 1872, and signed by Mr. H. S. Taylor and marked O.]

238. *Mr. Worgan.*] Have I any connection with this matter in any conceivable manner?—Mr. Worgan has had nothing to do with this matter.

HATA RIO was sworn, and deposed:

239. *Mr. Booth.*] Do you recollect selling a block of 400 acres of land to Mr. Worgan?—Yes.

240. Was this in the confiscated block?—No.

241. Was it between Waitotara and Waingongoro?—Why am I asked this question. [First allegation interpreted to the witness.]

242. *The Court.*] Did you lease any land to Major Turner?—I did lease some land, but do not know where it is. Mr. McLean took some land (400 acres) out of this block without any lawful right.

243. How much land did you lease to Major Turner?—3,200 acres.

244. Where did he suppose the land was?—I left that to the Government.

245. Did Major Turner get the land?—It was conveyed to Major Turner in some written instruments; but I do not understand European written instruments.

246. How much did Major Turner give for the lease?—£150 for first year, and so on up to £300. Lease extended twenty-one years. I have received £75. Lease was drawn in 1871. This payment was to have been £75 every six months. I ought to have received six or seven payments. I have not received any money for two and a half years. Major Turner considered the lease a bad one. I was told by Major Turner that if I broke the agreement I should be punished. I do not know anything about the land now; it is before the Government. I have not sold my land.

247. *Mr. Booth.*] You say you sold 400 acres of land to Mr. Worgan?—I have sold 400 acres of land between Waitotara and Kaipukunui. It is part of the 8,000 acre block.

248. What did you receive for that?—£200 I have received. I am to get £200 more.

249. Did you receive this money from Mr. Worgan?—Yes; I have some papers about the matter. [Papers handed in, being conveyance of 400 acres for £400, between H. S. Taylor and Hata Rio—deed signed by Hata Rio in the presence of George Worgan and Edwin Woon, and John Notman, reporter; contains no plan in the margin, or certificate of licensed interpreter filled in.] Mr. Worgan only paid me £200. Mr. Worgan has the rest. I have no paper about it. I do not know whether it is a copy of the deed, but a schedule as follows: Piece or parcel of land, bounded on the north by Railway Reserve, on the east and south by Crown land, west by Section No. (blank), Kemp's Award, and the Waiau Stream; signed Hata Rio, not in his own handwriting apparently, and signature not witnessed. Schedule witnessed by Wirihana Puna and Edwin Turner Woon. Deed marked P. Signed "True copy." G. B. WORGAN, N.C.

250. *The Court.*] Have you ever seen the land?—I do not know where the land is. If a map of the land was here, I should know where the land would lie.

251. Have you had anything to do with the sale of the lease?—No.

252. *Mr. Booth.*] Are you quite positive that you sold this 400 acres of land to Mr. Worgan?—Yes; the deed says so.

253. Did you not sell it to Mr. H. S. Taylor?—No.

254. Who paid the money to you?—Mr. Worgan.

255. How much did he pay you?—£200.

256. *The Court.*] When do you get the other £200?—It is a matter of arrangement between Mr. Worgan and myself. I have no bill. I do not know when I am to get the money. I have no paper to show about the matter.

257. But this deed is to Mr. H. S. Taylor?—I know nothing about the matter. I only know Mr. Worgan in the matter: he paid me.

258. *Mr. Booth.*] Did you not sell the land for £425?—Not the £25.

259. *Mr. Worgan.*] Did not your land form a portion of a block in which forty-two claimants were interested?—It is part of the block in question.

260. Do you not know Messrs. Kells' and Shephard's property?—Yes; it is mine.

261. Did you not consider the Government had inflicted some wrong on you in giving away this land?—Yes; I consider it did me damage, and I wrote to Mr. McLean about it.

262. Did you not contemplate going to law?—Yes; I spoke to Mr. McLean, and he said it was done by Mr. Fox, and that he had nothing to do with it. Mr. Parris said Mr. Fox had done it also. That is why I say it is a matter for the Government to deal with.

263. Did you come to my office on the 28th February?—Yes.

264. Did you not make formal demands of me to issue a Crown grant to yourself and others?—I did ask for one Crown grant to be issued for 3,200 acres. I wished to have one grant for the whole block.

265. Did you not appoint Paramena Tamahoki to point out to me the boundaries of this claim?—Yes; on my return I appointed Paramena to act as my agent.

266. Do you remember expressing a doubt of your ability to sell your interest, owing to a lease given to Major Turner?—I do.

267. Do you remember my telling you that H. S. Taylor represented Major Turner?—I remember being told so, but do not know whether it was correct or not. I say so because Mr. Taylor's name was not in the original lease.

268. Do you remember my telling you that you could not sell except subject to that lease?—I do not remember it. It is a subject I do not understand.

269. How could you sell the land to me when this lease already existed?—The 400 acres is not in the 3,000 acre block, but in the 800 acre block. It is not in the lease to Major Turner.

270. Did you understand, when you sold your land, that all your grievances and redress for the same were vested in the hands of the purchaser?—I consider I still possess the grievance though I have sold the land.

EDWIN WOON recalled.

271. *The Court.*] Have you any knowledge of the deed of which this professes to be a copy? [Deed shown to witness.]—During the time I was negotiating the purchase of Wahanga's land, I was asked by Mr. Taylor to translate a deed of conveyance from Hata Rio to him. I did so. Before translating the deed, I asked Hata Rio whether he had been paid for the land and received the money. He said he had. He then executed a deed conveying 400 acres of land, in my presence, of which I believe that is a copy. The reason, I presume, that another deed was substituted was owing to that before the Court being informal in some way or other, in the spelling of names, and which we desired Hata Rio to give up when he executed the fresh deed, but he declined to do so. Hata Rio was very obstinate about the matter. Mr. Worgan gave him back the deed produced, and wrote "True copy" in the corner. I think the schedule is in my handwriting, and is witnessed by me.

272. *Mr. Worgan.*] Did you not do this business for Mr. Taylor?—Yes.

273. Was the deed signed at Mr. Taylor's office?—Yes, it was.

274. Do you remember anything about the payment?—I did not negotiate this purchase.

275. What fee did you receive?—None for that. When I negotiated Taylor's lease confirming Turner's, I found Hata Rio's name excepted therefrom, and was informed that Hata Rio had sold his interest.

276. In assigning Turner's lease to Taylor, that assignment was in accordance with the original lease?—It was.

277. Why was the deed now before the Court in Hata Rio's hands?—I cannot say. At the time he executed the fresh deed, he insisted upon having that returned to him, and Mr. Worgan wrote "True copy" across it, and gave it him.

278. Is your attestation, as a licensed interpreter, on the other deed?—Yes, it is; on Mr. H. S. Taylor's deed.

279. Do I understand that this is not a true copy, inasmuch that it does not bear your attestation?—The deed to Taylor bears my declaration, made some days after the translation of the said deed. It was within two or three days afterwards. The reason why the deed is informal is because Hata Rio's name is spelt with one "a" in one place, and with two in another. And it was thought advisable that it should appear as stated in the Schedule of the *Gazette* notice.

280. Was there any plan on the other deed?—There was a rough sketch, I think, but the boundaries were described in the Schedule.

281. Did Hata Rio perfectly understand the boundaries described in the Schedule?—I have every reason to believe so, as I was more than ordinarily careful, Hata Rio being a peculiar Native to deal with.

282. Can you swear that it was stated in the deed that Hata Rio had received £400?—I thoroughly believed at the time that Hata Rio had been paid for the land, as acknowledged by him before signing the deed.

283. Are you aware whether he has or has not received the £400?—I do not know.

284. *Mr. Booth.*] Do you know whether the blocks of land sold by Poari Kuramate, Horopapera Pukeke, and Hata Rio, have been offered for sale by Mr. H. S. Taylor?—I believe they have. I have been informed by a Mr. Atup he had purchased one of the blocks.

HATA RIO being recalled, deposed on his former oath:

285. Who placed the purchase money for your land in your hands?—Mr. Worgan.

286. Where did Mr. Worgan get the money from?—All I saw was Mr. Worgan putting the money on the table in Mr. Taylor's office.

287. Did not Mr. Taylor hand the money to Mr. Worgan, and did not Mr. Worgan count the money and hand it to Hata Rio?—It was so; but I did not actually see Mr. Taylor hand Mr. Worgan the money. Mr. Worgan did count the money.

288. Did you not know that at this time you were selling the land to Mr. Taylor, and that Mr. Taylor's name was in the deed?—After I had received the money from Mr. Worgan I understood it was from Mr. Taylor.

289. *The Court.*] In what form was the money?—In £20 notes.

290. How many of them?—I do not remember; it was £200.

291. Who did you suppose you were selling the land to?—I understood I was selling to Mr. Taylor.

292. Did you understand you were selling to Mr. Taylor or to Mr. Worgan?—To Mr. Taylor.

293. Did you suppose it was for the Government?—I did not know.

Mr. GEORGE WATKIN WILLIAMS being sworn, said:

I know nothing of the interest concerned in this land; I only know the professional arrangements connected with it. I had instructions, through the Commissioner of Confiscated Lands, to give Mr. Worgan all the assistance I could in defining claims and awards, and giving all the information I could concerning it. It is necessary to state that when these awards were first made by the Compensation Court, the surveys were not complete. There were certain areas—about 8,000 acres—the boundaries of which were, on the West by a line bounding the Military Settlements; on the South by the main road; on the East by the Waitotara River; and on the North by a straight line which had not been then defined, drawn from the Waitotara River to the western boundary, at such a point as would give the specified area. I gave Mr. Worgan, at his request, a tracing, showing the boundaries already described. This tracing showed the Waitotara River as far as it was surveyed, and I explained to Mr. Worgan that before I could give him a complete plan of the award I should have to continue the traverse of the river a considerable distance further inland before I could give the exact position of the south or northern boundary. I pointed out that if the general directions remained the same as from the mouth to the ferry, that is, about north, that this northern boundary would probably be about four miles from the main road. Mr. Worgan mentioned that the block might be divided into four

minor blocks. I believe I pointed out to him this would be desirable, that each of the blocks should, if possible, have equal frontage to the road. This subdivision was not carried out. I have since laid off a number of 400-acre sections on paper, and defined two boundaries on the ground—namely, one that cuts off six 400-acre blocks (western boundary); the second boundary (eastern) six 400-acre blocks. Mr. Worgan informed me he did not think it would be necessary to define the whole of the subdivisions upon the ground. I believe I said I was glad of this, as otherwise the survey would be very expensive, owing to the broken and wooded land. I have since completed the traverse of the Waitotara River, and am now able to define the back boundary, and the work is now going on. Owing to the river turning so much further than I expected to the eastward, the back boundary will come nearer to the head than was at first anticipated (I produce a sketch map, and show approximately the position of the back boundary), at a point exactly half a mile north of the Momahake Stream, and running due east until it meets other lines enclosing the desired area, about 8,300 acres.

294. *Mr. Worgan.*] Can you remember any conversation or arrangement that occurred when you accompanied Major Turner with myself to see this particular block?—I believe that Major Turner understood that the 3,200 acres was to go back to the back boundary wherever that might fall.

295. Is there any difference in the value of land between the Native award and the sea side of the Railway Reserve, and which is the more valuable?—The land in the Native award I consider is the more valuable. I consider the Native award to be worth at least £2 per acre; that on the sea side about 30s. per acre.

296. Do you consider the plan adopted of dealing with Native awards as a scheme on paper has effected a considerable saving, as between that method and performing in such cases an actual survey?—Most unquestionably.

297. *The Court.*] Why was not the back boundary carried on to meet the river, as appears to have been the original intention?—Partly because the river tended so far to the eastward, partly also on account of a boundary having been gazetted by the Provincial Government which the Commissioner of Confiscated Lands thought should not be interfered with.

298. Was Major Turner given to understand that the back boundary of the land comprised in his lease would run back further than it has since been placed?—Yes; he was told it would go back four miles by me, for the reason already given.

299. Are you aware has the land comprised within that lease since been defined on the ground?—I cannot say.

300. Are you dealing with the land as a surveyor?—Yes.

301. Could it have been defined without your knowledge?—No, it could not.

302. What blocks have been defined within that block?—I submitted a scheme to Mr. Worgan of a subdivision of Native awards into 400-acre blocks and 16-acre blocks.

303. Was this scheme approved?—Yes.

304. What has been completed up to this time?—The line which had been already cut to mark off the military settlers' land so far as the Momahake Stream has been extended forty chains; a parallel line running due north has also been cut; the back boundary I have every reason to suppose is nearly completed.

305. Has there been any subdivision?—There has been no subdivision within these lines.

306. *Mr. Worgan.*] Did I ever give you instructions to define the land included in Turner's lease?—No.

CHARLES H. BORLASE deposed on oath as follows:

307. *Mr. Booth.*] Do you remember paying into the Bank of New Zealand at Wanganui, to the credit of Mr. Worgan, a sum of money which was paid by Mr. Nicholson for land?—Yes; I think it was on the 16th March, 1872.

308. Do you know the amount of money that was paid in to Mr. Worgan's credit?—£1,000.

309. Do you know from whom the land was purchased by Mr. Nicholson?—It was purchased from Erueti Te Pewha and Mere Awatea.

310. *Mr. Perham.*] Was this money paid into a special account or Mr. Worgan's private account?—It was paid into the Bank of New Zealand to an account which I myself opened for him. I received a telegram from Mr. Worgan, who was then at Patea [Telegram produced, marked 1]: "C. H. Borlase, Wanganui. Nicholson must leave a cheque with you for £1,000, to be handed over when business complete. (Signed) WORGAN." I also produce a letter dated March 14th, 1872 (marked 2), as follows:—

"MY DEAR SIR,—*Re* Nicholson,—I send you herewith tracing of the award purchased by Mr. Nicholson. As to title, I shall endeavour to get grant issued direct, if possible; meantime you can have certificate from Commissioner of Confiscated Lands and myself as Native Commissioner, which is all you need. The money, however, must be deposited (£1,000). About this there must be no mistake or misunderstanding, as any delay would cause the matter to lapse to the Government.—Yours faithfully, G. B. WORGAN."

The letter is of prior date to the telegram, but I received them both on the 15th March, 1872. In pursuance of these communications, and taking into consideration the circumstance of Mr. Nicholson holding nothing in writing by which he could compel a conveyance to himself of the land, and hearing that others were endeavouring to obtain the said land, I thought it best to pay the money in the way above stated. We did not know who were the parties that were selling the land, and paid the money into the bank in order to get an equitable right to obtain a conveyance. A conveyance was executed by the Natives Erueti Te Pewha and Mere Awatea, on the 19th March, 1872, of the 800 acres to James Nicholson. Colonel McDonnell acted as interpreter; and I was present at the time of the execution of the deed. When I first put myself in communication with Mr. Worgan relative to this purchase, he informed me that the Wirihana held a power of attorney from these two Natives, from which he could sell the land and execute a conveyance, but I told Mr. Worgan that I should prefer the deed to be executed by the parties themselves. This power of attorney, for some reason which I now

forget, I did not see till after the deed was executed. When I did see it, I found that its provisions almost amounted to a gift to Wirihana of the purchase money which might be realized by the sale of the land. [I produce the original power of attorney. Marked, and copy appended to the proceedings.]

MERE AWATEA deposed on oath :

311. *Mr. Booth.*] Did you have an award of 400 acres of land by Compensation Court between Whenuakura and Patea Rivers?—Yes.

312. Did you sell that land?—I did not sell that land.

313. Who sold the land, or is it sold?—It is sold.

314. By whom?—It was sold by Wirihana.

315. Do you know to whom the land was sold?—It was sold to a European. I do not know to whom.

316. Do you know what sum of money the 400 acres of land was sold for?—I refer to the land of my brothers as well as myself; it was sold for £1,000.

317. Did you sign the deed when the land was sold?—I did.

318. Was the £1,000 paid to yourself and brother when the deed was signed?—It was paid into my hands.

319. In what sum was the money paid; notes or gold?—As far as I can remember, it was paid in notes.

320. How much did you receive as your portion?—Wirihana took from the town £200. I received a further instalment of £200 in a public-house from Wirihana, Major Kemp being present.

321. Was this money all for yourself?—This money was for both of us.

322. Have you received any more than the £400?—I do not remember when I received any more money; but I received £400 more since.

323. Does that altogether make £800 that you have accounted for?—I think that is correct; but I do not count I received £200 from Wirihana at Aramoho and £200 in a public-house in town, and £400 also in the same public-house. All the money was paid me by Wirihana.

324. When did you receive the last instalment of £400?—About three months ago.

325. *Mr. Worgan.*] What is the relationship between Wirihana and yourself?—Wirihana is my nephew.

326. Was it your wish that Wirihana should have the disposal of your money?—Yes.

327. *The Court.*] Are you aware the land sold for £200 more than you received?—I do not know

328. What do you suppose the land was sold for?—I thought it was sold for £1,500.

329. Where do you think the remainder of the money is?—In Wirihana's hands, for me.

ERUETI TE PEWHA deposed on oath :

330. *Mr. Booth.*] How much money have you received for land sold by Wirihana?—£1,000.

331. How much land did you sell for that money?—860 acres.

332. Are you sure there was 860 acres?—Yes.

333. When did you receive the first instalment, and how much did you get?—I received £200 at Aramoho.

334. Did you receive a second £200 in a public-house in town?—Yes.

335. Have you since received £400—when and where?—I received £400 in town, at an hotel, from Wirihana.

336. Do you know how many Sundays have since passed?—About two weeks ago; about four Sundays ago.

337. Have you received any more money than what you have accounted for?—The sums I have mentioned are the only sums I have received.

338. Do you know where the balance is?—In Wirihana's hands.

CHARLES H. BORLASE, on his former oath, deposed and said :

About the end of last March, while in Wellington, I was instructed by Mr. Bunny, Provincial Secretary, to transact any legal matters in connection with Native lands which the Provincial Government was endeavouring to acquire upon the Coast, by lease or purchase, through Mr. Worgan, whom I understood was acting for the Provincial Government, by direction of the General Government. In pursuance of these instructions, I had an interview with Mr. Worgan relative to the 8,000 acres of Hata Rio's and others, when I found there was a difficulty, as Mr. H. S. Taylor claimed as assignee under a lease or agreement for a lease to Major Turner. I then telegraphed to Mr. Bunny stating this fact, and that, in my opinion, nothing could be done except by arrangement. [Copy telegram produced, marked 3, dated 9th April, 1872. Copy answer received produced, marked 4, dated 10th April, 1872.] I apprehend the Proclamation therein alluded to by Mr. Bunny was the Proclamation issued under section 42 of Public Works Act, preventing private individuals dealing with Native lands. On the 11th April I replied by telegraph. [Copy telegram produced, marked 5, dated 11th April, 1872.] At the same time I saw a letter from Mr. Taylor to Mr. Worgan, which is referred to in the last telegram, as I believe to the effect stated in the telegram. On the following day Mr. Worgan left for Wellington, I understood for the purpose of giving an explanation of the matter. I had nothing further to do in the matter after Mr. Worgan's return, as I understood the matter had gone off or been disposed of in some other way. I have prepared various other agreements or leases on behalf of the Provincial Government.

339. *The Court.*] I know nothing of the second allegation.

340. I know nothing of the third allegation.

341. I know nothing of the fourth allegation.

342. I know nothing of the fifth allegation.

343. I know nothing of the sixth allegation.

344. I know nothing of the seventh allegation beyond seeing a deed from Poari Kuramate to Mr. H. S. Taylor at the rate of 15s. per acre, I believe.

345. *Mr. Worgan.*] You have referred to a letter from H. S. Taylor; will you tell me whether this is the letter? [Copy of letter produced, marked, dated 21st March, 1872, and read.]—I believe letter produced to be the letter I referred to. (Copy annexed.)

346. Do you remember any conversation taking place in reference to Colonel McDonnell?—I remember on one or two occasions your suggesting the desirability of Colonel McDonnell being employed as an interpreter in these matters.

347. Will you state object of conversation?—I think you said the object was that it would be disadvantageous to employ an interpreter not connected in some way with the Government.

348. Do you consider, during those conversations, I was appearing in my official or private capacity?—Official capacity, decidedly. I may add to my evidence that I understood from Mr. Bunny that Colonel McDonnell would assist in these matters.

349. *Mr. Perham.*] Did not Mr. Worgan state that the reason he wished Colonel McDonnell to act as interpreter was to keep the matters within their own knowledge as Government officers?—Certainly; and I saw the advantage myself, as I knew a number of private individuals were trying to obtain confiscated lands.

350. Did you understand from Mr. Bunny that Colonel McDonnell was positively instructed to assist in these matters?—I understood that he was instructed to assist, and I had several conversations with him on the subject.

351. Do you remember, on the 27th March last, Mr. Worgan showing you a telegram of that date from Mr. Fitzherbert to him? [Copy of telegram read and annexed, marked C.]—I have no particular recollection of this telegram, as I saw a good deal of correspondence about that time.

352. From your knowledge of the transaction, what do you understand from the wording of the telegram, "I leave the negotiation for leasing to you, trusting to your judgment"?—I certainly understood the matter to be left in the way as stated in the telegram.

HATA RIO being recalled on his former oath, said:

353. *Mr. Booth.*] Hata Rio, in his evidence, stated he sold his land for £400, and that he received £200. To whom does he look for the remainder?—I do not know.

354. Who did you suppose you sold your land to?—Mr. Worgan and I had a conversation.

355. Did you sign a receipt for the whole of the £400? [Mr. Perham at this point objects to this evidence being recalled for the purpose of answering questions which have already been answered. The Commissioner rules that this question has not been answered.]—I did not write any receipt. Mr. Worgan wrote something and I signed it. It was the paper handed into Court yesterday.

356. Have you got anything to represent the £200 still owing to you?—I have nothing to show. If I had any paper I should have handed it in. All I had was handed into Court yesterday.

357. Have you ever made application for the remainder of this £400?—No.

358. *Mr. Perham.*] Whom do you hold liable to pay you the balance?—I do not know. If I had a paper, that would show me to whom to apply.

359. Having sold his land to Mr. Taylor, and having received a portion of the purchase money, to whom does he look for the remainder?—Mr. Worgan spoke to me.

360. Do you expect Mr. Worgan to get the money from Mr. Taylor for him?—It is for Mr. Worgan to speak to Mr. Taylor, as Mr. Worgan made the arrangement. It is not for me.

361. Was not, therefore, Mr. Worgan acting for both of them, as a sort of go-between?—He was.

362. At the time you signed your name to the deed, were you not fully aware that Taylor was the purchaser, and that you had to look to Mr. Taylor through Mr. Worgan for the balance of his purchase money?—It was understood that Mr. Worgan told him he (Mr. Worgan) would get the balance of the money from Mr. Taylor for me. When I sold the land I understood I would get the whole of the purchase money.

363. *The Court.*] Who do you think owes you the money?—I do not know. If I had any paper I should know.

364. Who will you apply to for the paper?—Mr. Worgan, perhaps.

Direction by the Commissioner.] You must apply for the paper to whoever owes you the money, and produce it to me to-morrow in Court.

WILLIAM FAIRWEATHER RUSSELL deposed on oath:

I know nothing of the allegations. I had something to do with Hata Rio's land several years ago. Hata Rio owed me £73; he promised to sell me, I think, 400 acres, and the £73 was to be in part payment of the purchase money; the Government were aware of my negotiations with Hata Rio. The Government wrote to him stating that I could take possession of the land when the war was over. I have not those letters; they were either mislaid or lost by Hata Rio or Mr. Edward Broughton; the only letters I had were sent to Mr. Pharazyn, Commissioner of Confiscated Lands, Wanganui. I had then given up all intention or expectation of purchasing the land. I wrote officially to Mr. Pharazyn stating I would give up my claim if he would assist me in recovering my money from Hata Rio, or something to that effect. Mr. Pharazyn referred me to Mr. Worgan. I saw Mr. Worgan on the subject, he promised to send for Hata Rio, who was then up the Coast, asking him to come down and make some arrangement with him. A short time after Hata Rio came to town, he called to see me; he said he intended to sell his lands, and he would pay me. He told me about the 1st or 2nd of April, 1872, that he had sold his land, and that he would pay me on the following day. About the 2nd April, 1872, he told me he had left the money with Mr. Worgan, and that Mr. Worgan would pay me the £73 on the following day. On the 3rd April, 1872, Mr. Worgan paid me £73 on account of Hata Rio.

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.

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.

Mr. Worgan said, This is Hata Rio, one of your lessors. He told me then that it was absolutely necessary that Hata Rio's interest in the block of land mentioned in Turner's lease should be purchased out by the Government. Hata Rio declined to sell to the Government without the consent of Major Turner. He said, Would I give my consent on behalf of Major Turner? I think I told him at this time that I was the purchaser. I think so; I am not quite clear. I refused my consent to allow the Government to purchase except subject to the lease, for by so doing I should lose considerably. I valued his interest in the lease at £200. Mr. Worgan then said, unless I allowed him to purchase for the Government, he could not possibly make the allocation of the land in the lease. He then asked me if I would purchase Hata Rio's interest myself. He said by so doing I would do myself good and the Government a service, seeing that my interest in the lease might suffer if I did not assist him in getting rid of the difficulty. I asked him to ask the Native what he wanted. He said £400. I then asked where the allotment was to be. He could not say; I should have to leave it entirely to him. He then told me his reason for wishing to purchase Hata Rio's interest out, which was that he claimed the land on the bank of the Waitotara River which has been given to Shephard and Kells. I may say I knew this well at the time. I then said I could not give £1 per acre and leave the allotting of the land to Mr. Worgan, as I did not know what kind of land I might get for my money. Another reason I gave for not giving £1 per acre was that I had instructions from a client to purchase 400 acres in the Waitotara Block, and that I was limited to 15s. per acre. I told him I would give the £1 per acre if he would allot it in a particular locality, to be named by myself, in the Waitotara Block. He refused to do this. He gave his reasons for refusing, saying it would interfere with Government requirements, and said if I would purchase Hata Rio's interest, paying the sum required, £400, and leave the allocation to him (Mr. Worgan), he would undertake to procure me another section of 400 acres at the 15s. per acre, to enable me to fulfil my engagement with my client; but that I was to distinctly understand that I was to accept the allocation he made in both instances, no matter where or what, it being understood that it was to be between the Rivers Waitotara and Whenuakura. I agreed to this solely to rid the Government of the difficulty and forward the allocation of the Native interests in the Turner lease. I told Mr. Worgan at this time that I was losing £300, as I valued the interest of Hata Rio's in leasehold which he claimed at £200; and also, by leaving the allocation to him (Worgan), I did not expect to obtain land worth so much by about another £100. I must state that since the land has been allotted I have seen it, and do not consider it worth as much by £2 per acre as the land claimed by Hata Rio. It lies seaward of the Railway Reserve. I purchased the land from Hata Rio; Mr. E. Woon was the interpreter. About the end of May I waited on Mr. Worgan, and requested him to carry out his part of the arrangement, by procuring the 400 acres at 15s. per acre. My client then being in town wished to have the matter settled. Mr. Worgan then sent a Native called Poari Kuramate, whose interest I purchased at 15s. per acre; Mr. Woon acted as interpreter. Mr. Worgan called on me previous to me completing the transaction, and requested me to retain the sum of £100 which he had paid them on account of the Government. I handed the £100 to Mr. Worgan. These are all the transactions I have had with Mr. Worgan.

385. *Mr. Perham.*] Have you ever been connected with Mr. Worgan up to the present time in any land transactions for your joint benefit, by way of partnership or otherwise?—No; none whatever.

386. In any conceivable way, past, present, or future?—None.

387. Do you anticipate in any way reaping a profit from any of your land transactions in which Mr. Worgan is to have any advantage, pecuniary or otherwise?—None whatever.

388. In all business matters has Mr. Worgan ever had interviews or transactions with you other than in his public capacity in reference to land?—None whatever.

389. *Mr. Booth.*] In purchasing these lands that you have mentioned, did you purchase them on your own account or as agent for Government employed by Mr. Worgan?—On my own account.

390. Do you remember a meeting having been held in Mr. Pharazyn's room relative to Turner's lease in July?—Yes.

391. Do you recollect there stating that you had been purchasing land from the Natives as Mr. Worgan's agent?—I told them that Mr. Worgan asked me, where he could not himself purchase out Native interests or otherwise by his absence from the place, that if I had an opportunity to purchase these interests on his behalf for the Government to do so.

392. Do you recollect also on that occasion, in the presence of the above-mentioned gentlemen, denying that you had sold any of these lands purchased from Natives in the confiscated blocks?—I do not recollect ever such a question being put; neither did I deny it; that is, assuming that the question was put.

393. In purchasing the 400 acres from Hata Rio, have you bound yourself to pay him the balance?—Yes.

394. And you have not been relieved of the responsibility—paying him the balance, £200?—I consider myself partially relieved by moneys since paid to him.

395. Did not Hata Rio and Mr. Worgan sign an agreement relieving you of the responsibility?—No.

[Agreement read by Commissioner between Hata Rio and H. S. Taylor, already in evidence, and marked 7.]

396. Do you still hold yourself bound to Hata Rio for the £200 and interest?—Not for the whole sum, only for the balance at the present date.

397. The stamp on this document has not been dated, do you hold that to be any bar to its legality.—None whatever.

398. You stated in Wellington you were willing to part with your interest in the lease, and you repeated it to the Board. Be good enough to state what were the terms you offered.—Cash value of the difference in amounts between current rates of interest on 20s. per acre for twenty-one years, and the amount of rent to be paid by me for the said term.

399. What did that amount to?—The cash value amounted to about £1,250?

400. Will you describe what manner Hata Rio's interest was got rid of. Was his original interest in your lease?—His interest in my lease was 400 acres. I purchased his freehold, 400 acres, for £400, and left the allocation of the said land in the hands of the Commissioner.

401. Where was the land allocated to you?—The allocation was made to seaward of the Railway Reserve, section No. 43, 400 acres. This was Hata Rio's interest. The leasehold sections, 1A, 2A, 3A, 4A, 5A, 6A, and 11A, each of 400 acres; there is a further section of 400 acres, which may be included in the lease.

402. You stated that the land allotted to you is not worth so much by £2 per acre as that which was claimed by Hata Rio. What, then, did you consider the value of the land he claimed?—From £3 to £4 per acre, it being the key to the whole block.

403. Do you consider that Hata Rio has been deprived of £2 per acre by the non-allocation of the land in the place which he claimed?—No; I being the lessee, I am the loser.

404. *Mr. Worgan.*] I notice you gave bills to certain Natives for lands purchased by you. What was your object in giving bills?—To protect my own interests, by having authority over the Natives to urge them in procuring their Crown grants.

405. I gather from that answer that you conceive you would be in a worse position as a purchaser, in respect of getting a title from the Crown, than the Natives would be who are entitled to get it at first hand?—That is precisely my opinion.

406. You stated that, at my request, you attended a Board consisting of Messrs. Edwards, Pharazyn, and Booth. Do you remember stating your willingness to the Board to give up the purchases you had made up to that time (with the sole exception of the one interest you had parted with) to the Government?—Yes; I agreed to give them up, with one exception, Government paying actual costs.

407. During my absence from Wanganui, do you remember Mr. Booth calling on you?—Yes, on one occasion.

408. Will you state the purport of his visit?—Mr. Booth called on me a few days ago, after Mr. Worgan instructed me to assist him purchasing Native claims for the Government. His object was to ask my assistance in purchasing a Native claim. He said the case was very urgent, as a Native interpreter in town was negotiating the purchase for a private individual. He said he would want some money. I asked him how much he would require. He said he might only want half of the purchase money, or he might want the whole; he could not tell me until the morning. I offered to let him have whatever he required; at the same time I suggested he should only pay a deposit. I saw Mr. Booth on the following morning: he told me he had arranged for the purchase, and did not think he would require the money from me, as he had made some arrangement about the payment with Mr. Worgan by telegraph.

409. *Mr. Booth.*] Do you remember, after Mr. Worgan left for Napier, that you said to me that you had heard that I had been instructed, in Mr. Worgan's absence, to purchase lands?—I do not recollect. Mr. Worgan brought me into Mr. Booth's presence in Atkinson's Hotel. I do not remember the words, but that I was to give Mr. Booth any assistance during his absence. I speak only from recollection.

410. Do you recollect offering to advance money on Mr. Worgan's account on purchase of land for the Government?—Yes.

411. Do you recollect me asking you for £50 for a man—Kuronaho—whose land I had purchased for Government?—I do not recollect the name, neither do I remember the amount.

412. Did you not say to me on that occasion that the deed would have to be made out in your name as security for your money?—No; but I asked what security I could have for the repayment.

413. Do you recollect asking me on that occasion if this transaction was a private one?—No, I did not.

414. *Mr. Worgan.*] For what reason did I ask you to assist me as Government agent?—At this time there were a great number of people in the market looking for land. This block being the only available land in this district, I may say all eyes were upon it. I knew also for a fact that instructions had been given to every land commission agent in Wanganui to purchase claims in this block. Mr. Worgan's object was to prevent the acquirement of these lands by private individuals, when possible.

415. You are aware that the Provincial Government was in the market to purchase these lands?—Yes; I know it.

416. Can you state within your own knowledge that the prices offered by private individuals were greatly in excess of that offered by the Provincial Government?—I could have given double the amount for the whole block at the time Mr. Worgan asked me to assist him, but could not have done so in the first instance, the title not being so well understood.

417. Can you state anything in reference to the sixth allegation?—Anything I can state would be only from hearsay.

418. Did I at any time give you to understand there was any connection between Mr. Smith and myself?—Mr. Worgan told me the reports with reference to a certain agreement with Mr. Smith.

419. Had you any connection in that matter with Mr. Smith and myself?—I never knew you had any connection with Mr. Smith until rumours reached my ear.

Mr. PERHAM deposed, on oath, as follows:

420. *Mr. Worgan.*] On the 7th last May I went on business to Mr. Worgan's office, and there found Mr. Worgan and Mr. Donald Smith. I think Mr. Worgan said, "Oh, here is Mr. Perham; he will witness this thing for us;" and upon that the document was signed by both, and witnessed by me. I believe something was said about the matter, which led to my perusing the document; and I then stated to Mr. Worgan, and I believe afterwards to Mr. Smith, that the document in itself was unsatisfactory, and that proper articles of partnership must be drawn up for the protection of both parties. Afterwards, on the same day or possibly the day after, Mr. Worgan gave me the agreement, and instructed me to draw a draft of articles of partnership, to be perused by himself and Mr. Smith. I

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

had a hold on the land?—When we paid money they signed a receipt, and I consider the land was ours for the Government.

443. When the two deposits of £50 were paid, was there a receipt signed on each occasion?—I am not clear about it; I forget.

444. *The Court.*] Will you state to the Court what is your own position in this part of the country?—I am a chief. I cannot describe where my land is generally. I have land at the North, at Rangitikei, Taupo, and Manawatu, and other parts of the country.

445. Are you an Assessor?—Yes.

446. Do you receive a salary from Government as land-purchasing agent?—I have not yet received any. The Government have not given me any, but my friend gives me some sometimes. I mean by my friend, Mr. Worgan. The reason why I have joined Worgan is to prevent the Hau Haus returning to their land, and the Native title will soon be extinguished.

447. What money have you received from Mr. Worgan?—I received sometimes £5, sometimes £10. I have asked Mr. Worgan for money, who replies that he has frequently asked Mr. McLean for money for me.

448. What are the gross sums that you have received, as far as you can recollect?—I cannot well tell. If I had a memorandum I could answer. Sometimes I have borrowed money with the understanding to be returned.

449. Have you given receipts?—No. I consider there was no reason for giving receipts.

450. Do you consider it was Government or private money?—There was no Government money had come for me; and if it was Government money, I should have known it.

451. Do you understand that Mr. Worgan gave this out of his own money?—When it was given to me by Mr. Worgan he did not say, that is your payment.

452. Do you expect to get anything from Government?—I do not know; I have been told frequently that I am to be paid, but not having received any money, I am beginning to be doubtful.

453. Have you any tribal connections north of Wanganui?—Yes.

454. In the action you have been taking in extinguishing Native claims, have you been acting in the interest of the Natives?—My energies were on the Government side.

455. Had the Natives any one to watch over their interests?—I am not aware; each individual owner took care of their own interests.

456. Did you consider it was your business to get the land as cheap as you could for the Government?—The Government price was 10s. per acre, and I used my endeavours to get it at that price.

457. Could they have got a higher price from private individuals?—They could have got very much more.

458. Then why did not they?—The people who owned the land were constantly asking, Where is our land awarded to us by the Court? Some of them were constantly asking us to buy their land at 10s. per acre. I do not know why they did not sell their land to private individuals.

The evidence on Mr. Worgan's side here closed.

Mr. Worgan stated that he desired to address the Court.

The Commissioner inquired whether he desired his address to be taken down by the Clerk, or whether he would hand in a written address.

It was arranged that, as a reporter was present, his report should be submitted to Mr. Worgan for correction, and the published report should be attached to the proceedings of the Commission.

A copy of the *Wanganui Chronicle*, of the 18th November, 1872, is hereby attached accordingly.

A. H. RUSSELL.

Wellington, 22nd November, 1872.

REPORT of the COMMISSIONER appointed to Inquire into the alleged Misconduct of
Mr. G. T. B. WORGAN.

MAY IT PLEASE YOUR EXCELLENCY,—

I have the honor to report that, in accordance with your Excellency's Commission addressed to myself and Major Edwards, bearing date the 3rd day of September, 1872, and setting forth that allegations of misconduct had been made against George T. Buckland Worgan, which, if proved against him, would render him unfit to be longer employed by the Government in his present capacity, and requiring us to inquire into all or any such charges of misconduct, after giving the said George T. Buckland Worgan at least three days' notice thereof—such charges to be accurately stated in writing—I lost no time in applying to your Excellency's Government for copies of any charges which might have been made against the said George T. Buckland Worgan. I was however unable, after frequent applications, both personal and by letter, to obtain them—possibly on account of the pressure of Parliamentary business and the successive changes of Government which occurred at that period.

Finding that up to the 18th day of October I was still unfurnished with any definite charges, I proceeded to Wanganui, the scene of the alleged misconduct, having been previously furnished by the Under Secretary with a mass of papers bearing upon the subject.

Upon perusal of these papers, and on consulting with Major Edwards, I found that he had already sat as member of a Board or Commission, of which, however, the papers furnished to me contained no record, but which appears to have consisted of Major Edwards, Mr. Robert Pharazyn, and Mr. James Booth, which three gentlemen had originally reported to the Government the alleged charges of misconduct against Mr. G. T. B. Worgan.

We therefore thought it our duty to advise that Major Edwards should not sit upon the Commission, but should rather, as senior officer of the Civil Service at Wanganui, act upon behalf of the Government in bringing forward such charges against G. T. B. Worgan as the papers which had been referred to me should seem to contain.

This course having been approved, your Excellency was pleased to accept our resignations of the new Commission, and to issue a new Commission addressed to myself alone.

The allegations against Mr. G. T. B. Worgan which were contained in the papers referred to were then reduced to form, as hereunto annexed. The Court was opened on the 6th instant, and continued by adjournment until the 18th instant.

I have the honor to annex herewith the original proceedings.

In giving my opinion thereupon, as required by the terms of my Commission, I feel it necessary to premise that much of the annexed evidence appeared to me to be given with reserve and with apprehension as to the effect which such evidence might have upon the future interest of the witnesses.

And I desire to give the grounds of the opinion which I have formed in each case, in order, in a matter involving such serious considerations to Mr. Worgan, that my opinion may not have undue weight, but be open to the better judgment of your Excellency's Government.

1st Allegation.—It is shown, by the Hon. Mr. McLean's letter to Mr. Worgan, of the 1st November, 1872, and by Mr. Worgan's reply, of the 25th December, 1872, that Mr. Worgan was in the service of the General Government; and by the Superintendent of Wellington's telegram to Mr. Worgan, and his reply thereto, both of 25th March (marked A and B), that he was employed also by the Provincial Government.

It is shown, by the evidence of Mr. Donald Smith, that he entered into an agreement of partnership with Mr. Worgan to purchase land on their joint account.

The actual deed of agreement was handed into Court by Major Edwards, and is herewith annexed (marked D); that, in conformity with that agreement, he paid £800 into the bank to Mr. Worgan's credit. That he was told by Mr. Worgan that the money was used to buy three sections in the Waitotara Block (which block he was engaged to buy or lease for the Provincial Government); but Mr. Smith ascertaining that the land had been conveyed to Mr. H. S. Taylor, threatened Mr. Worgan with legal proceedings, but, succeeding in getting back his £800 from Mr. Worgan, he simply withdrew from the partnership, and took no further steps.

Poari Kuramate proves the sale of his land (400 acres) to Mr. H. S. Taylor, by Mr. Worgan's advice and assistance.

Mr. Edwin Woon, licensed interpreter, confirms Kuramate's evidence.

Hata Rio proves the sale of his land (400 acres) to Mr. Worgan, which was conveyed to Mr. H. S. Taylor.

Mr. C. H. Borlase proves that he paid £1,000 into the bank to Mr. Worgan's credit, for land sold to Mr. Nicholson.

Opinion.—Upon this evidence, I consider the first allegation to be proved, except so far as relates to Henry McNeil, who appears to have left the Colony, and whose case was not therefore inquired into.

2nd Allegation.—Colonel McDonnell swears that not only on one, but on several occasions, Mr. Worgan stated that he had the sanction of the Superintendent in negotiating for land for private persons.

The Superintendent, in his telegram of April 4th to Mr. Worgan, says,—“You must be aware that you had no ground whatever for such an assertion.” See also various telegrams annexed, or about same date. Nor does Mr. Worgan attempt to show that he had any authority from the Superintendent, beyond Mr. Fitzherbert's acquiescence in Mr. Worgan's request that he might, in acquiring the land for the Provincial Council, be left to his own judgment.

Opinion.—I consider, therefore, this allegation proved.

3rd Allegation.—Major Turner swears, to the best of his recollection, Mr. Worgan told him that as he held a Government appointment he ought to give up his lease to Government. That Mr. Worgan altered the boundaries of his lease in such a manner as to greatly diminish its value. That in consequence he made it over to Mr. H. S. Taylor for £75 (the sum he had expended on the lease). That Mr. Worgan made no attempt to obtain the lease for the Government, and that “of course” he would have made it over to the Government for the same amount that he made it over to Mr. H. S. Taylor.

Mr. E. Woon swears that the boundaries of the lease were defined in May or June this year. They appear by the annexed copy of Mr. Taylor's lease to be for 2,400 acres, identical with the original boundaries claimed by Major Turner, but refused to him by Mr. Worgan.

Mr. E. Woon declines to answer whether Mr. Worgan assisted Mr. H. S. Taylor to obtain a new lease. He also swears that he cannot say anything about the first allegation (Worgan having assisted Taylor), which would be unfair to his principal (H. S. Taylor). That there was evidently a competition for Native lands; he (Mr. Woon) doing his best for his clients, and Mr. Worgan doing his best for the party he was buying for.

Mr. Pharazyn states that, in calculating the value of the lease with Mr. Worgan, they made it about £1,200.

Mr. Fox's evidence and Mr. Worgan's letter of June 4th, 1872, show that Mr. Worgan suggested 12s. per acre, which for 3,600 acres would amount to £2,160 as the probable price for which the freehold might be obtained, whereas the sum paid for the lease of twenty-one years was only £75.

Opinion.—There has been some misunderstanding in stating the sum advised to be given at £2,116, between freehold and leasehold; but in other respects I consider this allegation proved.

4th Allegation.—I think the term “withheld” is incorrect, seeing that it implies possession by Mr. Worgan of the lease in question; but the evidence leaves no doubt upon my mind that he might, had he desired to do so, have obtained, not only a copy, but Major Turner's interest in the lease for the Government for £75.

Nor does Mr. Worgan seem to have shown, in reply to the many telegrams which urged him to send a copy of the lease, that he was endeavouring to do so but could not succeed.

Opinion.—I consider that this allegation is substantially though not literally proved by Mr. Fox's evidence, and by the telegrams marked from J to V.

5th Allegation.—There is no direct proof of this allegation, but the whole of the evidence goes to show that Mr. Worgan had identified himself in land transactions with Mr. Taylor. Mr. Smith swears that the land bought with his money by Mr. Worgan was conveyed to Mr. Taylor.

It is shown that Major Turner's lease was allowed to pass into the hands of Mr. Taylor, and that the boundaries were then altered back to their original form, which gave it great value.

Hata Rio's land was bought by Mr. Worgan for Mr. Taylor.

Poari Kuramate's land was (even after it had been bought by the Government) resold at an increased price, to enable Mr. Taylor to convey it to another purchaser; and Mere and Erueti's land was sold, by Mr. Worgan's assistance, to Mr. Taylor. I might have made this case clearer if the Government had authorized my consulting a legal authority in Wanganui, or would have complied with my request for an authoritative opinion as to whether I was justified in insisting on the production of Mr. H. S. Taylor's books and papers; but the Government having directed me in the first place to refer any legal point to them, and when I did so merely referred me to the Commissioners' Powers Act, I did not think myself called upon to incur a responsibility which the Government itself seemed to shrink from.

Opinion.—Upon the whole, I am of opinion that the existence of a private account between Messrs. Worgan and Taylor has not been proved.

6th Allegation.—This allegation has been proved by the annexed agreement, marked D, by Mr. Donald Smith's evidence, and by Mr. Worgan's admission.

7th Allegation.—This allegation has been proved by Poari Kuramate's evidence, by that of Mr. E. Woon, and by Mr. Worgan's admission.

Recapitulation.—To recapitulate, I am of opinion that the first allegation has been proved, except as regards McNeil; that the second has been proved; that the third has been proved; that the fourth has been substantially though not literally proved; that the fifth has not been proved; that the sixth has been proved; that the seventh has been proved. But it is only just to Mr. Worgan to state, whilst my own mind has been satisfied as to the above conclusions, there is much in the annexed mass of evidence to lead to a contrary opinion; and I would particularly call attention to that of Mr. Robert Pharazyn, Commissioner of Confiscated Lands, who, in the most frank and straightforward manner, called the notice of the Government to the rumours which were in circulation as to Mr. Worgan's proceedings, yet, in his evidence before the Commission, seems to have almost entirely approved of his action, and to have believed that it was exercised in the interests of the General Government. It should also be observed that Mr. H. S. Taylor most distinctly denies on oath that Mr. Worgan had any pecuniary interest, present, past, or future, in his (Mr. Taylor's) dealings with the Natives; and I would further call attention to Mr. Worgan's own address appended to the proceedings, and to his report to the Hon. D. McLean, dated 19th July, 1872, Wanganui, wherein he describes himself as a "confidential agent intrusted with the execution of a delicate and important duty, and which called especially for the exercise of entire faith on the part of the principals towards their agent."

Upon the whole, I am inclined to doubt whether the evidence which has led me to these conclusions I have drawn would obtain a decision to the same effect in a Court of law.

It is in connection with the report to which I have alluded, viz. the "Reports upon the Settlement of Confiscated Lands," that my most serious duty has to be performed.

It was placed in my hands, together with the other papers bearing upon Mr. Worgan's proceedings, and at page 19 (C. No. 4) it is stated by Mr. Worgan, "That Mr. Parris, C.C., acting as Native agent, in conjunction with Mr. W. Atkinson, acting as Crown agent, with the consent of the claimants, made selection in the terms of the award (of the Compensation Court) of three several blocks, namely, one of 8,352 acres to forty-two claimants, on the N.W. bank of the Waitotara River, &c."

"That (page 18) Mr. Worgan found their floating character (that of the claims) was a complete bar to any attempt on the part of the Government to deal further with the confiscated lands until their settlement."

That, from the length of time which had elapsed since the awards were made, &c., there was great cause to fear dissatisfaction on the part of the Natives when making the attempt to carry them out.

That he had to deal with a question of private and not public estate, the Natives being entitled to receive their lands under Crown grant, and to deal with it as they pleased as their absolute private property.

That to the frank recognition of this latter conclusion, to the assurance that it would be carried out in good faith, he believes, is due the withdrawal of Major Kemp's claim to 1,600 acres, &c.

That a licensed interpreter promised the Natives a higher price than the Government could afford to give. (N.B.—Mr. McLean had, in his letter to Mr. Parris, dated Wanganui, 20th January, 1872, indicated £1 per acre as a fair price. (See Further Reports on Confiscated Lands, No. 4. A., page 61.)

That for portions of this especial block, perhaps forty applications were made, all at higher rates than he (Mr. Worgan) thought it wise to give.

That "by withholding allotment, a large quantity fell into his hands at 10s. per acre, the price he determined not to exceed if possible."

That Hata Rio refused to sell his land to Government, alleging a grievance, and to his (Mr. Worgan's) views, honorably refused without consent of the lessee."

That he "contends he has . . . placed the entire block, with the exception of a few hundred acres, . . . at the disposal of the Government at a very much less cost than his instructions would have warranted." That he "claims, moreover, to have given entire satisfaction to the Natives, who, by the apparent liberty of action given them, were prevented from continuing the charge that the Government did not give them their lands because it desired to monopolize them for their own purposes."

From the above extracts I gather that 8,352 acres were awarded by the Compensation Court, not

as a favour but as a right, to certain friendly Natives, from whom it had been taken by confiscation. That they were entitled to Crown grants for it, and to deal with it as they liked.

That Major Kemp withdrew a claim upon the assurance that this right would be recognized and carried out in good faith. That there were forty applicants (Europeans, I presume) competing for this land at a higher price than Mr. Worgan thought it wise to give, but by withholding allotment a large quantity fell into his hands at 10s. an acre, the price he had determined not to exceed, if possible; and thus the land of our friendlies was extorted from them by the Government agent at half the price he was authorized to give, and at one-sixth of the price which some of it is stated in evidence to have been worth.

The documents I have alluded to are amongst the most remarkable State Papers which have fallen under my notice, and are scarcely less so from the extraordinary want of perception of the difference between right and wrong, and of the meaning of the words "good faith" and "freedom of action," &c., in the mind of the writer, than from the fact that they seemed to have escaped the notice of three successive Governments, and both the Houses of Legislature before which they were laid.

My own attention as Commissioner was called to these facts by a remarkable reply from Hata Rio (the principal claimant in the 8,000-acre block) to a question from me as to where his own land was situated. It was "on the end of the Governor's tongue." Upon being asked for explanation, he stated the great wrong (as I conceive) which has been done to them, and added that their land was in fact anywhere that the Governor chose to place it.

Yet this man, I am told, is brother to the chief Rio who was shot by the rebels because he adhered to us; and two of Rio's children are claimants in the block in question.

It will be seen in evidence that the portion of this land belonging to Hata Rio (and which have been obtained not by the Government but by H. S. Taylor) was valued by that gentleman at from £3 to £4 per acre, whilst Hata Rio obtained but £1 per acre for his interest in it, half paid in cash and half promised in two years, upon a very questionable document, the sale being negotiated by Mr. Worgan for Mr. Taylor.

In every case which was inquired into, this wrong, which they naturally impute to Government, or, as they term it, "the Governor," was alluded to, and I respectfully submit it is due to those Natives, even if the law does not (as I imagine it does) require it, that every purchase or lease, whether made for the Government or by private individuals, should be brought before the Commissioners under the Native Lands Frauds Prevention Act, and that some gentleman of known probity and honor should be appointed to watch the interests of the Natives during such inquiry, and prepare their case for the Commissioner's decision.

I have no hesitation in saying that I believe in no one case which came under my notice would the transaction be found valid.

In conclusion, I have the honor to bring under your Excellency's notice the cordial and valuable assistance which I received in the conduct of a very difficult and protracted inquiry from Mr. J. Booth, Resident Magistrate, without whose aid I could scarcely have accomplished the service intrusted to me.

Which is humbly submitted for your Excellency's consideration.

A. H. RUSSELL,
Commissioner.

Wellington, 22nd November, 1872.

MEMORANDUM for the ATTORNEY-GENERAL.

THE Attorney-General is requested to furnish his opinion generally on the allegations contained in the accompanying papers, and on the evidence brought forward before the Commission of Inquiry on Mr. Worgan's conduct in reference to land transactions on the West Coast.

January 3, 1873.

DONALD McLEAN.

MEMORANDUM for the Hon. the NATIVE MINISTER.

I HAVE read and considered the papers and the evidence taken in this matter. I am of opinion that the evidence was such as to make it necessary that Mr. Worgan should give a satisfactory explanation of the various transactions; and I am further of opinion that Mr. Worgan has failed to give any satisfactory explanation of the various matters alleged against him.

I proceed to note shortly what is alleged and proved against Mr. Worgan, and what is his defence or explanation:—

First, with regard to Nicholson's purchase of 800 acres of land—

The owners and vendors were Erueti Te Pewa and Mere Awatea. It appears that on February 22, 1872, Wirihana Puna obtained from these persons a power of attorney to deal with this land as he thought fit. The claims were for two lots of 400 acres each in the compensation award lands. At this time, and before and since, this Wirihana Puna was acting as Interpreter and Assistant to Mr. Worgan. On the 26th February, 1872, Mr. Worgan wrote to the Under Secretary, Native Department (72-352), that he had purchased for Government these claims amongst others, and accounted for the expenditure of £746 in the purchase of these and other lands. Of some purchases the moneys had been paid in full, and of others sums had been paid on account. He says the purchases were made publicly, and plain receipts taken.

He mentions twenty-four claims as having been purchased, including the two now in question. He says he has receipts, and will forward them. Subsequently he forwards all documents and receipts connected with his employment, and amongst these receipts are found receipts for all the twenty-four excepting these two. There is no letter or report explaining this; there is no reference to the sale not having been completed. On the 26th February he states to Government that he had acquired the

land for it, yet on the 14th March he telegraphs to Mr. Borlase that £1,000 must be paid to his account by Nicholson; any delay will cause the purchase to lapse to Government. It appears that the sum of £1,000 was, on that account, paid to his account at the Bank on the 16th March, 1872.

It appears that only £800 of this has been paid to Erueti and Mata. These two Natives evidently understood very little about the transaction. They say they expect to get the balance (£200) from Wirihana Puna. Certainly here is disclosed a remarkable state of things. Mr. Worgan appears to buy land for Government, and then to be a party to the sale of the same land to another without authority of Government, and is the depository of the purchase money. Some explanation of this transaction might be expected from Mr. Worgan and his assistant, Puna. Where is the receipt for the money of Government paid away on this account? Why was it not forwarded with others; and, generally, where is the explanation of this singular affair? Neither Mr. Worgan nor Wirihana Puna offer any explanation. The inference is, that the land was first purchased by Government for £1 an acre or less, and then sold to Nicholson with concurrence of Worgan, he suppressing the sale to Government.

I should observe that the facts relating to the sale to Government were discovered by myself on a perusal of the papers since the Commission. However, the transaction was evidently of singular character, without this additional fact. It is to be regretted that the examination of Mr. Borlase and Wirihana Puna was not more searching. Indeed, I feel constrained to express what is the result of my observation, that with a more scientific and regularly conducted examination the facts relating to these transactions would have been disclosed.

It is to be regretted that witnesses were allowed to refuse to answer questions on the ground that the answering such questions might prejudice their principals. However, this was not a judicial proceeding; it was an inquiry for the information of the Governor, at which Mr. Worgan had the opportunity of clearing himself from charges and suspicions. He did not even present himself for examination.

The references to these sections of land which do occur in Mr. Worgan's correspondence with the General and Provincial Governments are such as to blind them. In several cases he speaks of the land as being in the occupation of Mr. Nicholson, a married man with family.

Turner's Lease.

It appears that in 1868 Major Turner, through Mr. Woon, agreed with certain Natives, seven adults entitled to seven claims each of 400 acres, and two infants entitled to one claim of 400 acres, in all 3,600 acres, in the Compensation Award Block, for a lease for twenty-one years at a rent.

The first half-year's rent was paid, none had been paid since. Major Turner had not gone into possession, and had not paid rent. He had in fact so dealt with the matter that the Natives might fairly have treated the agreement as abandoned by him, if they thought fit so to do.

The evidence in this matter is neither satisfactory nor complete. It appears that on a particular day in February 1872, Worgan, H. S. Taylor, Turner, and others, go on to the land. No explanation is given as to why they came there on that day, or what was the object of the visit. I should like to know how it came to pass that Mr. Taylor was there. Assuming that Major Turner is disclosing all the truth, he seems to have been induced to part with his lease to Taylor partly through fear that his being a Government officer, the Government would use that as a means for compelling him to forego his rights (for this I think he had but little foundation), and partly because he believed, on the statement of Worgan and others, that the lease was invalid, and partly, perhaps principally, because Mr. Worgan had stated that he should alter the boundaries, and because that alteration would depreciate the value of the lease.

I am inclined to suspect that Major Turner could clear up all the mystery about the matter if he chose—he does not do so in his evidence. He certainly does not give his evidence with that fulness which one expects from a man who, if his suggestions are to be accepted, has been improperly induced to part with a property worth several hundreds for the payment of £75.

I am inclined to suspect that Major Turner has still an interest in this property; certainly if he has not, he has been singularly lukewarm in the matter. He was not asked whether or not he had any interest: no doubt he formally assigned his interest to Taylor. However, the question is, whether Mr. Worgan's conduct has, with reference to this matter, been satisfactory or otherwise. Now, Mr. Worgan states to Mr. Halse, on the 21st May, when urged to be explicit in the matter of this lease, that he knows nothing of Mr. Taylor's private business relations, that he knows him only as a land agent and an agent for Major Turner; and he thus accounts for not being able to give information as to the contents and nature of the Native lease or agreement Major Turner had. The indisputable facts are, that long before this he had seen the documents relating to the matter in the possession of Mr. Woon, Major Turner's agent; that he had been present on the occasion above referred to on the land; that he had corresponded on the subject with Mr. Taylor, had consented to give whole eight claims in one block, and on the 2nd April previously had been concerned in the sale by Hata Rio of the freehold of one of the claims to Taylor. He himself and Mr. Taylor gave an extraordinary account of the reasons for this sale; however, the feature I wish to bring out prominently here is that on the 21st May he tells the Government he can give no information about the lease—because he knows nothing about Mr. Taylor's business relations, and knows him only as Major Turner's agent; and yet the fact is that he was fully cognizant of and concerned in bringing about, on or before the 2nd of April, the sale to Taylor of Hata Rio's section, part of the leased land, and because Taylor was lessee, and also because Worgan had transferred to Taylor as such lessee, Kuramate's land purchased by Government, in consideration that Taylor would permit Worgan to allocate the land where he thought fit.

The undoubted facts prove that there were secret dealings with Mr. Worgan with regard to this land, quite incompatible with the position he held, and which dealing he has not satisfactorily explained.

Either through neglect or want of ordinary business ability, or by design, he lost the opportunity of securing for Government Major Turner's interest, such as it was, and the freehold of this land. If not by design, then through want of ability or by neglect.

Donald Smith's Partnership.

This seems too clear to need much consideration. The partnership is proved beyond doubt. The payment by Smith of £800 to Worgan is proved. There seems no reason for disbelieving Donald Smith. He swears that three sections of the land purchased by Taylor with the assistance and cognizance of Worgan, and which Worgan was engaged to endeavour to deal for by Government, had been, according to Worgan's statement to him, purchased by Worgan for Smith and Worgan with the moneys provided by Smith.

The partnership instrument contains a provision that the purchases made were to be in Smith's name only, but in trust for Worgan and Smith. This provision for secrecy shows that there was something to conceal.

If it be true, as Worgan now states, that nothing was done under the partnership, how did it come to pass that Worgan could not repay the £800 to Smith for some time? Mr. Worgan had evidently been using the money, and the probability is that Smith's testimony is true—namely, that Mr. Worgan did inform him that the three sections had been purchased for the partnership.

After very careful consideration, I have no hesitation in expressing my opinion that sufficient is proved to show that Mr. Worgan's proceedings have not been such as to entitle him to the further confidence of the Government, unless he gives a much more satisfactory explanation than he has hitherto.

J. PRENDERGAST.

10th January, 1873.

By Authority: GEORGE DIDSBUKY, Government Printer, Wellington.—1873.

Price 1s. 3d.]