

SESS. II.—1879.
NEW ZEALAND.

NATIVE AFFAIRS COMMITTEE.

(REPORT OF, ON PETITION OF GEORGE DAVIE, TOGETHER WITH MINUTES OF PROCEEDINGS AND EVIDENCE.)

Brought up 10th December, 1879, and ordered to be printed.

ORDER OF REFERENCE.

Extract from the Journals of the House of Representatives.

FRIDAY, THE 26TH DAY OF SEPTEMBER, 1879.

Ordered, "That a Select Committee, to consist of twenty-three members, be appointed to consider all petitions, reports, returns, and other documents relating to affairs specially affecting the Native race that may be brought before the House this session, and from time to time to report thereon to the House; with power to call for persons and papers; five to be a quorum. The Committee to consist of Mr. Acton Adams, Mr. Allwright, Mr. Bryce, Hon. Mr. Fisher, Hon. Sir George Grey, Mr. Hamlin, Mr. Landon, Mr. McDonald, Mr. Moss, Mr. Ormond, Mr. Reeves, Mr. Rolleston, Captain Russell, Mr. Seddon, Mr. Swanson, Mr. Tainui, Mr. Tawhai, Major te Wheoro, Mr. Tomoana, Colonel Trimble, Mr. Wakefield, Mr. Whitaker, and the Mover."—(*Hon. Mr. Sheehan.*)

REPORT.

No. 19, Session I.—Petition of GEORGE DAVIE.

PETITIONER states that he is the executor of Paora Nonoi, now deceased, and was intimately acquainted with him in his lifetime. Petitioner proceeds to give at great length the details of land-purchase transactions on the part of Frederick Sutton and George Buckland Worgan, which he considers improper and fraudulent. It is further alleged that an information for conspiracy was sworn against the above-named persons, but that this action came to nothing owing to certain exceptional circumstances, which the petitioner recites. Petitioner prays the House to recommend that all persons who, on inquiry, may be proved to have been guilty of fraud may be prosecuted, and that Rora Nonoi, the daughter of the deceased Maori chief above named, may be assisted in protecting her remaining interests.

I am directed to report as follows:—

That, having examined many witnesses, and carefully considered the petition, the Committee cannot recommend the House to take any action on this petition.

All the persons called before the Committee to give evidence on the following point agree,—That some time about the end of August, 1870, Worgan presented himself at a pa called Korongata, about eighteen miles from Napier, for the purpose of obtaining the signature of Paora Nonoi to a deed of conveyance, conveying to Mr. Frederick Sutton the whole of Paora Nonoi's interest in the Te Awa-o-te-Atua Block of land.

A certified copy of the deed of conveyance was produced before the Committee, which purports to have been signed by Paora Nonoi, by mark, and by his daughter Rora, and witnessed by a Native named Nikera.

10th December, 1879.

E. HAMLIN, Chairman.

[TRANSLATION.]

No. 19, Session I.—Te pukapuka-inoi a TEOTI TEEWI.

E KI ana te kai-pitihana ko ia te kaiwhakahaere o te wira o Paora Nonoi kua mate kanui tona mohio kia Paora i tona oranga. Na ka nui nga korero a te kai-pitihana mo nga hoko whenua a Te Oti Wakena me Pererika Tatana a e mea ana ia kihai i tika i runga i te ture. A e kiia ana ano i puta

tetahi hamene mo aua tangata mo te whakahoa o raua ki te tahae erangi kaore taua whakawa i tae ki tona tutukitanga no te mea i araiatia e etahi take ake ano e korerotia ana e te kai-pitihana. E inoi ana te kai-pitihana ki te whare kia whakahaua he whakawa mo nga tangata katoa e kitea ana i runga i te rapuhanga i whai hara i roto i taua mea, a kia awhinatia a Rora Nonoi te tamahine a Paora kia taea ai te tiaki ona taonga e toe ake nei.

Kua whakahaua ahau kia ki penei:—

He maha nga kaiwhaki korero kua patapataia a kua ata whakaarohia rawa te pitihana nei; na e mea ana te Komiti kaore ana whakahau ki te whare kia whakahaerea tenei pitihana.

Katoa nga tangata i karangatia ki te aroaro o te Komiti kia korero e whakaae katoa ana ki tenei wahi, ara,—I tetahi takiwa i nga ra mutunga o Akuhata, 1870, ka tae atu a Wakena ki tetahi pa ki Korongata 18 maero i uta atu o Nepia, ko tana haere he mea kia riro te ingoa o Paora Nonoi ke tetahi pukapuka hoko tuku atu ki a Pererika Tatana i te take katoa o Paora i roto i te Poraka o Te Awa-o-te-Atua.

I whakatakotoria tetahi kape tika o taua pukapuka hoko ki te aroaro o te Komiti, e mea ana taua kape i tuhi a Paora Nonoi i tona ingoa i runga i te tuhi maka, i tuhi hoki a Rora tona tamahine a ko te kai-titiro ko tetahi Maori ko Nikera.

10 Tihema, 1879.

EXTRACTS FROM MINUTES OF PROCEEDINGS OF THE NATIVE AFFAIRS COMMITTEE.

THURSDAY, 30TH OCTOBER, 1879.

Present: Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Lundon, Mr. McDonald Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana, Colonel Trimble, Mr. Whitaker.

Petition No. 19, Session I., from George Davie, read.

On the motion of Sir George Grey, *Resolved*, That the following witnesses be summoned from Napier: Rora Nonoi, Miki Nikera, Nikera, George Davie.

Consideration postponed.

Committee then adjourned.

FRIDAY, 31ST OCTOBER, 1879.

Committee met pursuant to notice.

Present: Mr. Allwright, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Lundon, Mr. Moss, Mr. Ormond, Mr. Seddon, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana, Colonel Trimble, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

Letter from Mr. Sutton, *re* George Davie's petition, read as follows:—

SIR,—

Wellington, 30th October, 1879.

I have the honor to acknowledge receipt of a notice from your Committee requesting my attendance to-morrow for the purpose of giving evidence in the matter of the petition of George Davie.

The petition is a very unusual one, and the charges made therein against myself are of a serious nature. I would respectfully submit that the Committee should first examine some reliable witnesses in support of the petition, as it may turn out that there is no foundation for the statements therein made.

I trust the Committee will examine all witnesses on oath, and that I may be present at the examination of any witnesses.

Should there be any evidence in support of the petition, I should wish to give evidence, provided there is any charge to meet.

E. Hamlin, Esq., M.H.R.,

I have, &c.,

F. SUTTON.

Chairman, Native Affairs Committee.

Letter from Mr. W. L. Rees, asking to be allowed to appear as counsel for the petitioner and certain Natives, read as follows:—

SIR,—

Wellington, 31st October, 1879.

Re petition of George Davie, I have the honor to request that I may be permitted to attend as counsel for petitioner and for the daughters of Paora Nonoi, who are interested in this matter.

I am fully authorized by both parties to appear for them.

I have, &c.,

Chairman, Native Affairs Committee.

W. L. REES.

Proposed by Sir George Grey, That, the House having referred this petition to the Native Affairs Committee to report thereon, the Committee do forthwith proceed to consider the same.

Upon which the following amendment was proposed by Mr. Ormond: That all the words after the word "That" be struck out, for the purpose of inserting the following: "this Committee is of opinion the Courts of law are the proper tribunals to deal with the matters alleged in the petition."

Upon the question being put, That the words proposed to be struck out stand part of the question, the Committee divided, and the names were taken down as follows:—

Ayes, 9.—Mr. Allwright, Mr. Fisher, Sir George Grey, Mr. Moss, Mr. Seddon, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana.

Noes, 4.—Mr. Landon, Mr. Ormond, Colonel Trimble, Mr. Whitaker.

So it passed in the affirmative.

Ordered, That Mr. Rees and Mr. Sheehan be summoned to give evidence on Tuesday next, and Mr. Sutton be informed.

On the motion of Mr. Ormond, *Resolved*, That Mr. Rees have permission to attend to watch the case on the part of his clients, but not to address the Committee except as witness.

Consideration postponed until Tuesday next.

Committee then adjourned.

TUESDAY, 4TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Acton Adams, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Ormond, Mr. Reeves, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana, Colonel Trimble, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

Petition No. 19, Session I., from George Davie, reconsidered.

Mr. W. L. Rees attended the Committee, and, being duly sworn, gave evidence on the above petition. (*Vide Appendix.*)

Mr. Sheehan, M.H.R., attended the Committee, and, having been duly sworn, also gave evidence on the above petition. (*Vide Appendix.*)

On the motion of Mr. Whitaker, *Resolved*, That Mr. Cornford and Mr. J. P. Hamlin be summoned to give evidence on the above petition.

Proposed by Sir George Grey, That it be an instruction to the Chairman to take steps to have Mr. Worgan produced before the Committee.

Upon which a division was taken at the instance of Mr. Whitaker, and the names were taken down as follows:—

Ayes, 10.—Mr. Fisher, Sir George Grey, Mr. Landon, Mr. Moss, Mr. Ormond, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Colonel Trimble.

No, 1.—Mr. Whitaker.

So the motion was agreed to.

Committee then adjourned.

WEDNESDAY, 5TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. McDonald, Mr. Ormond, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana, Colonel Trimble.

Minutes of previous meeting read and confirmed.

The Chairman submitted to the Committee the following copy of a report to be presented to the House:—

The Native Affairs Committee have the honor to report that the evidence of George Buckland Worgan, now a prisoner in Wanganui Gaol, is considered essential to enable them to conduct their inquiry, and that the House should be moved to instruct the Keeper of the Wanganui Gaol to send the said George Buckland Worgan in safe custody to the said Committee on the 12th day of November instant, at 11 o'clock in the forenoon, in order to his being examined as a witness, and so from time to time, as often as his attendance shall be found necessary by the said Committee; and that Mr. Speaker be requested to issue his warrant accordingly.

Also the following copy of a motion to be made in the House by the Chairman:—

That the Keeper of the Wanganui Gaol do bring the said George Buckland Worgan, now a prisoner in that gaol, in safe custody to the Native Affairs Committee, on Wednesday, the 12th of November next, at eleven of the clock, in order to his being examined as a witness, and so from time to time as often as his attendance shall be found necessary by the said Committee, and that Mr. Speaker do issue his warrant accordingly.

Committee then adjourned.

FRIDAY, 7TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Sir George Grey, Mr. Hamlin (Chairman), Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble.

Minutes of previous meeting read and confirmed.

Letter from Mr. Sutton, M.H.R., re petition of George Davie, read as follows:—

SIR,—

Wellington, 6th November, 1879.

I have the honor to request that you will cause the following papers to be laid before the Native Affairs Committee in the matter of the petition of George Davie, which were used by plaintiff in each case:—

All documents and papers connected with the civil case of Rora Nonoi and Another v. Sutton.

Certified copies of all informations, summonses, and other documents in the criminal prosecution of the same matter.

E. Hamlin, Esq.,
Chairman, Native Affairs Committee.

I have, &c.,
F. SUTTON.

Letter from James S. Masters, Napier, *re* petition of George Davie, read as follows:—

SIR,—

Native Office, Napier, 6th November, 1879.

I have the honor to inform you that, on account of not having received any answer from Rora Nonoi and others, I proceeded to Korongota (Bridge Pa) yesterday, and on arrival there I only saw Rora, who informed me that Nikera and his wife were at Raukawa, at the shearing; and they sent a letter to her which I saw, and in which he said that he was too busy to go to Wellington, but would wish if you could postpone. I have sent word to him that it is impossible; that he must go; if not, a summons will be issued to make him appear. Rora herself could not go this week, as she has been very ill, and has a very bad eye; but I purpose to forward them on by first steamer if there should be one before next Thursday. Mr. Davie, I believe, is going to-day if he is better; and he also has been very ill. I will be careful to send the Natives down first opportunity.

I have, &c.,

E. Hamlin, Esq., Wellington.

JAMES S. MASTERS.

Telegram from J. P. Hamlin *re* George Davie's petition read, as follows:—"Am shearing. Start to-day; cannot get down for eight or ten days."

On the motion of Colonel Trimble, *Resolved*, That the Chairman be requested to have all the papers and documents referred to by Mr. Sutton in his letter of 6th November, produced for the use of the Committee.

On the motion of Colonel Trimble, *Resolved*, That the Chairman be requested to take the necessary steps for summoning Nikera Mataheki, Rora Nonoi, Mrs. Nikera, and Mr. George Davie to appear and give evidence before this Committee on the petition of George Davie.

Committee then adjourned.

TUESDAY, 11TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana, Colonel Trimble.

Minutes of previous meeting read and confirmed.

The Chairman stated he had seen the Registrar of the Supreme Court (with reference to a letter from Mr. Sutton), who stated that if Mr. Sutton went down to the Court and marked the papers he wished produced before the Committee, they would be handed to the clerk.

The Chairman also informed the Committee that he had taken steps to have certain witnesses summoned from Napier in *re* the petition of George Davie.

Committee then adjourned.

WEDNESDAY, 12TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana, Colonel Trimble.

Minutes of previous meeting read and confirmed.

The Chairman stated that Mr. Sutton went to the Registrar of the Supreme Court, and could not find the papers asked for. He (the Chairman) accordingly telegraphed to the Clerk of the Resident Magistrate's Court, Napier, to send certified copies of all papers connected with the case of *Nora Nonoi v. Sutton and Worgan*.

Committee then adjourned.

MONDAY, 17TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Allwright, Hon. Mr. Bryce, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Hon. Mr. Rolleston, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

Petition No. 19, Session I., from George Davie, reconsidered.

Letter from Mr. Scully, Inspector of Police, Hawke's Bay, stated that the witnesses named in the margin, summoned by the Committee, were forwarded per "Hawaia" on the 13th instant.

Mr. George Davie attended the Committee, and gave evidence on the above petition.

Consideration postponed until Tuesday.

Committee then adjourned.

TUESDAY, 18TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Acton Adams, Mr. Allwright, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Captain Russell, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

Petition No. 19, Session I., from George Davie, reconsidered.

Rora Poneke attended the Committee, and gave evidence on the above petition.
 Consideration postponed until Wednesday.
 Committee then adjourned.

WEDNESDAY, 19TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present : Mr. Acton Adams, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Reeves, Captain Russell, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

Petition No. 19, Session I., from George Davie, reconsidered.

Rora Poneke attended the Committee, and, after having been sworn, gave further evidence on the above petition.

Wiripine Weraniko attended the Committee, and, after having been sworn, gave evidence on the petition.

Nikera te Ho attended the Committee, and, after having been sworn, gave evidence on the petition.

Consideration postponed until Thursday.

Committee then adjourned.

THURSDAY, 20TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present : Mr. Acton Adams, Mr. Allwright, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. McDonald, Mr. Moss, Mr. Reeves, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

Petition No. 19, Session I., from George Davie, reconsidered.

Moved by Sir George Grey, That Mr. Sutton be now called on to give evidence.

Upon which the following amendment was moved by Colonel Trimble: That all the words after the word "That" be omitted, for the purpose of inserting the following: "Mr. Worgan be now called to give evidence."

Upon the question being put, That the words proposed to be struck out stand part of the question, the motion was negatived.

The amendment was then put, and carried on the voices.

During the discussion Mr. Sutton was called in, and, in answer to a question from the Chairman, said he should prefer to give his evidence after the petitioner's case was closed; but if the Committee wished him to give his evidence at once he should do so.

George Buckland Worgan was in attendance, and, having been sworn, proceeded to give evidence on the petition of George Davie.

At the witness's request, the petition was read over to him by the clerk.

A question was asked by the witness as to whether any evidence he gave in reference to the petition might be used against him in another place. Upon which a discussion ensued, during which the witness and strangers were requested to withdraw.

Moved by Captain Russell, That the Chairman do request the Government to introduce and pass through all its stages an Act to indemnify George Buckland Worgan for any evidence he may give before the Committee tending to criminate himself, if advised by the Law Officers of the Crown that such a course is necessary for Worgan's protection.

Carried.

On the motion of Mr. Acton Adams, *Resolved*, That George Buckland Worgan be informed that any evidence he may give before the Committee cannot be used against him in any legal proceedings.

Witness here reattended the Committee, and continued his evidence.

Consideration postponed until Friday, at 11 a.m., at which time the Gaoler was instructed to again produce George Buckland Worgan.

On the motion of Mr. Sheehan, *Resolved*, That all the title-deeds belonging to the blocks known as Te Awa-o-te-Atua and Kakirawarawa be obtained forthwith, and also that any diaries and papers left by George Buckland Worgan with J. P. Hamlin be also obtained.

Resolved, That the Chairman inform Messrs. Rees and Sutton that they are warned not to divulge any part of the evidence taken on the Committee.

Mr. Cornford to be summoned to give evidence at 11 a.m. on Friday.

Committee then adjourned.

FRIDAY, 21ST NOVEMBER, 1879.

Committee met pursuant to notice.

Present : Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. McDonald, Mr. Moss, Mr. Reeves, Mr. Seddon, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

The Chairman apologized to the Committee for having omitted to give notice in the House of the introduction of a Bill to indemnify George Buckland Worgan for any evidence he might give before the Committee.

The Chairman stated that it had been brought to his notice that the proceedings of the Committee

had appeared in the *Hawke's Bay Herald*, and that the Speaker had informed him that he had been told that the Clerk of the Committee had given the information to the paper.

The Chairman here called upon the Clerk to state whether he had supplied the information complained of.

The Clerk stated that he had never given any information, either verbally or in writing, to any one outside the Native Affairs Committee relative to anything that had occurred in the Committee.

The Chairman asked Mr. Rees if it was true that the Clerk had handed him any of the evidence taken before the Native Affairs Committee for inspection, excepting his own. Mr. Rees, in reply, stated that the Clerk had never done so.

The Chairman warned Mr. Rees and Mr. Sutton that they were not to divulge anything that occurred before the Committee.

Petition No. 19, Session I., from George Davie, reconsidered.

Mr. Cornford attended the Committee, and, having been sworn, gave evidence on the above petition.

The petition was handed to Mr. Cornford for perusal.

A portion of Mr. Rees's evidence was read to Mr. Cornford relative to Rora Nonoi being detained in his (Mr. Cornford's) office.

Consideration postponed.

On the motion of Sir George Grey, *Resolved*, That the minutes and proceedings of the Committee and the evidence taken on the petition of George Davie be printed day by day.

Mr. Read, Governor of the Wellington Gaol, was instructed to again produce George Buckland Worgan on Monday, the 24th instant, at 11 a.m.

Committee then adjourned.

MONDAY, 24TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Sir George Grey, Mr. Hamlin (Chairman), Mr. Lundon, Mr. Moss, Mr. Ormond, Mr. Reeves, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble.

Minutes of previous meeting read and confirmed.

The Clerk was instructed to write to Mr. Cornford, telling him that he was at liberty to return to Napier.

After some discussion, it was resolved that Mr. J. P. Hamlin's evidence be taken on the petition of George Davie.

The Chairman stated that Mr. Worgan's diary would, in all probability, reach here on Tuesday evening, it having been sent for to come by the overland mail.

The Clerk read the demurrer in the case *Wi Rangi Rangi and Rora Nonoi v. Sutton*.

Mr. J. P. Hamlin then attended the Committee, and gave evidence on the petition of George Davie on oath.

Mr. Sutton, having been sworn, proceeded to give evidence on the same petition.

The hour of 1 o'clock having arrived, Mr. Sutton's cross-examination was postponed.

The Chairman was directed to wire to Messrs. Farmer and Richardson, Napier, requesting them to authorize the Hon. J. N. Wilson to produce the title-deeds of the Te Awa-o-te-Atua and Kahiraawa Blocks.

Committee then adjourned until Tuesday, at 11 a.m.

TUESDAY, 25TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Lundon, Mr. Ormond, Mr. Sheehan, Colonel Trimble, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

Petition of George Davie reconsidered.

Mr. Sutton attended the Committee and continued his evidence, postponed from yesterday.

Committee then adjourned.

WEDNESDAY, 26TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Lundon, Mr. Ormond, Mr. Reeves, Mr. Sheehan, Mr. Swanson, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble.

Minutes of previous meeting read and confirmed.

Petition of George Davie reconsidered.

George Buckland Worgan attended the Committee, and continued his evidence on the above petition.

Consideration postponed until Friday, at 11 a.m.

The Chairman was instructed to wire again to Napier for Worgan's diary, the wrong one having been sent.

Also to wire again to Mr. G. G. Richardson for certain deeds *re* George Davie's petition.

On the motion of Mr. Ormond, *Resolved*, That the Chairman communicate by wire with Mr. Morrison, relative to his visit with Mr. Sutton to Messrs. Coleman and Fountain's about the end of August, 1870.

On the motion of Sir George Grey, *Resolved*, That the two or three other persons who are said to have been present when Paora Nonoi signed the deed be summoned to attend.

Committee then adjourned.

THURSDAY, 27TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Fisher, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble.

Minutes of previous meeting read and confirmed.

The Chairman stated that he had not wired to Mr. Morrison, at Sydney, as he could not ascertain his address.

Telegrams had been sent to Napier as directed.

Committee then adjourned.

FRIDAY, 28TH NOVEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Ormond, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Mr. Whitaker.

Order of reference read.

Minutes of previous meeting read and confirmed.

Petition of George Davie reconsidered.

George Buckland Worgan was in attendance, and proceeded to give evidence on the petition on his former oath.

Resolved, That the Chairman wire to the Manager of the Mosgiel Woollen Factory, Dunedin, *re* Morrison's whereabouts; Mr. Morrison to reply by Tuesday, before 11 o'clock.

Resolved, That the Chairman take such other steps as may be necessary to insure the production of the deed of the Te Awa-o-te-Atua Block.

Consideration postponed until Tuesday, at 11 a.m.

Committee then adjourned.

TUESDAY, 2ND DECEMBER, 1879.

Committee met pursuant to notice.

Present: Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Ormond, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Major Te Wheoro.

Minutes of previous meeting read and confirmed.

The Chairman read telegrams to and from various persons *re* George Davie's petition, which were ordered to be printed.

The Hon. J. N. Wilson attended the Committee, and gave evidence on the petition of George Davie.

A discussion here ensued as to whether a certain question *re* professional etiquette, put by Mr. Sutton, should be allowed or not. Strangers were requested to withdraw.

On the motion of Mr. Ormond, *Resolved*, That the question put by Mr. Rees be expunged with Mr. Wilson's answer, and that Mr. Sutton's question be not proceeded with.

Mr. Wilson here reattended the Committee, and continued his evidence.

Mr. W. L. Rees, being recalled, proceeded to give further evidence on the petition of George Davie.

On the motion of Mr. Sheehan, *Resolved*, That the Chairman be requested to consult with Mr. Speaker as to the steps necessary to be taken to obtain the production of the deeds in question; also of the power of the House to order the production of the deeds.

Mr. M. J. Gannon attended the Committee, and gave evidence relative to an alteration in the printed evidence on the petition of George Davie.

Committee then adjourned.

WEDNESDAY, 3RD DECEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Adams, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Ormond, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Major Te Wheoro.

Minutes of previous meeting read and confirmed.

Petition of George Davie reconsidered.

On the motion of Mr. Sheehan, *Resolved*, That the Chairman be directed to obtain from the Registrar of Deeds, Napier, copies of the following deeds: Paora Nonoi to Sutton, Sutton to Coleman and Fountain, Coleman to Watt, Natives of Kakeraawa and Te Awa-o-te-Atua to Watt Brothers.

Consideration postponed until Friday, at 11 a.m.

Committee then adjourned.

FRIDAY, 5TH DECEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Adams, Hon. Mr. Bryce, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. Moss, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Major Te Wheoro, Mr. Wakefield, Mr. Whitaker.

Minutes of previous meeting read and confirmed.

The Chairman stated that he believed the witness who arrived from Napier to give evidence on the petition of George Davie was not the person required.

Copies of deeds sent for to the Registrar, Napier, produced by the Chairman.

Petition of George Davie reconsidered.

Harawira te Tatere attended the Committee and proceeded to give evidence on the above petition, when it was ascertained that he was not the witness required by the Committee.

George Buckland Worgan was in attendance, and, being recalled, was again examined on his former oath in reference to the petition of George Davie.

A discussion ensued as to whether certain telegrams and Mr. Sutton's evidence should be read to the witness Worgan, during which the witness and strangers were requested to withdraw.

Decided that the documents should not be read to the witness.

George Buckland Worgan here reattended and continued his evidence.

Nikera attended the Committee, and was recognized by George Buckland Worgan as being one of the persons who witnessed the signature to the deed, Paora Nonoi to F. Sutton.

Consideration postponed until Monday, at 10 a.m.

Committee then adjourned.

MONDAY, 8TH DECEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Adams, Hon. Mr. Bryce, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. McDonald, Mr. Moss, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Mr. Wakefield, Mr. Whitaker, Major Te Wheoro.

Minutes of previous meeting read and confirmed.

Petition of George Davie reconsidered.

George Buckland Worgan was in attendance, and proceeded to give further evidence on his former oath on the above petition. (*See Appendix.*)

Mr. Sheehan, being recalled, also gave further evidence on his former oath on the above petition. (*See Appendix.*)

Mr. Sutton, being recalled, also gave further evidence on his former oath on the above petition. (*See Appendix.*)

Moved by Colonel Trimble, That, after having examined many witnesses, and carefully considered the petition, the Committee cannot recommend the House to take any action on this petition.

On the motion of Mr. Sheehan, *Resolved*, That the consideration of this petition be postponed until 11 o'clock to-morrow, for the purpose of considering a report on the above petition.

Committee then adjourned.

TUESDAY, 9TH DECEMBER, 1879.

Committee met pursuant to notice.

Present: Mr. Adams, Hon. Mr. Bryce, Mr. Fisher, Sir George Grey, Mr. Hamlin (Chairman), Mr. Landon, Mr. McDonald, Mr. Moss, Mr. Ormond, Mr. Reeves, Mr. Rolleston, Captain Russell, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Colonel Trimble, Mr. Wakefield, Mr. Whitaker, Major Te Wheoro.

Minutes of previous meeting read and confirmed.

Petition of George Davie reconsidered.

Moved by Colonel Trimble, That, after having examined many witnesses, and carefully considered the petition, the Committee cannot recommend the House to take any action on this petition.

Upon which an amendment was moved by Sir George Grey, That all the words after the word "that" be struck out with the view of inserting the following: "The petitioner states that, on or about the 31st August, 1870, Messrs. Frederick Sutton and George Buckland Worgan went to the pa of Paora Nonoi during the night, taking with them a conveyance of Te Awa-o-te-Atua Block, which they desired Paora Nonoi to execute."

Upon the question being put, That the words proposed to be struck out stand part of the question, the Committee divided, and the names were taken down as follow:—

Ayes, 8.—Mr. Adams, Mr. Bryce, Mr. McDonald, Mr. Ormond, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

Noes, 8.—Mr. Fisher, Sir G. Grey, Mr. Landon, Mr. Moss, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana.

The votes being equal, the Chairman gave his casting vote with the *Ayes*: so the original motion was carried.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution:—

"The petitioner states that, on or about the 31st August, 1870, Messrs. Frederick Sutton and George Buckland Worgan went to the pa of Paora Nonoi during the night, taking with them a conveyance of Te Awa-o-te-Atua Block, which they desired Paora Nonoi to execute.

"It appears that previous to August, 1870, George Buckland Worgan had been dismissed from the public service on account of the manner of his dealings with certain moneys the property of a Native chief named Ihaka Whanga; and subsequently George Buckland Worgan was obliged to admit, upon oath before the Hawke's Bay Native Lands Commission, 1873, that he had knowingly and wilfully made a false declaration as to the execution of a certain deed of lease by the Maori grantees of a block of land at the Wairoa to Europeans. Several of the grantees, as to whom he declared that they were present and signed the lease in his presence, he admitted before the Commissioners were not present; that he did not see them sign; and that other persons, having no interest, forged the signatures of the absent grantees with his knowledge and approval. For this offence he was suspended from his functions as an interpreter for twelve months."

On the question being put, That the words be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 8.—Mr. Fisher, Sir George Grey, Mr. Lundon, Mr. Reeves, Mr. Tainui, Mr. Tomoana, Mr. Tawhai, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So Sir George Grey's motion passed in the negative.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution : " That George Buckland Worgan has been convicted of forgery, and is now undergoing a sentence for the same."

Upon the question being put, That the words be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 6.—Mr. Fisher, Sir George Grey, Mr. Lundon, Mr. Tainui, Mr. Tomoana, Major Te Wheoro.

Noes, 8.—Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So Sir George Grey's motion passed in the negative.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution : " All the persons called before the Committee to give evidence on the following point agree that sometime about the end of August, 1870, Worgan presented himself at a pa called Korongota, about eighteen miles from Napier, for the purpose of obtaining the signature of Paora Nonoi to a deed of conveyance conveying to Mr. Frederick Sutton the whole of Paora Nonoi's interest in the Te Awa-otē-Atua Block of land."

Upon the question being put, That the words proposed to be added be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 8.—Mr. Adams, Mr. Fisher, Sir George Grey, Mr. Lundon, Mr. Tainui, Mr. Tomoana, Mr. Tawhai, Major Te Wheoro.

Noes, 8.—Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

The votes being equal, the Chairman gave his casting vote with the Ayes.

So Sir George Grey's motion passed in the affirmative.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution : " All the witnesses except Worgan agree that this visit to the pa took place at night."

Upon the question being put, That the words proposed to be added be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 8.—Mr. Fisher, Sir George Grey, Mr. Lundon, Mr. Moss, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So Sir George Grey's motion passed in the negative.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution : " That all the witnesses except Worgan agree that Mr. Sutton was present on the occasion."

On the question being put, That the words proposed to be added be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 8.—Mr. Fisher, Sir George Grey, Mr. Lundon, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Major Te Wheoro, Mr. Tomoana.

Noes, 10.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Moss, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So Sir George Grey's motion passed in the negative.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution : " A certified copy of the deed of conveyance was produced before the Committee, which purports to have been signed by Paora Nonoi, by mark, and by his daughter Rora, and witnessed by a Native named Nikera."

On the question being put, That the words proposed to be added be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 9.—Mr. Fisher, Sir George Grey, Mr. Lundon, Mr. Moss, Mr. Sheehan, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

The votes being equal, the Chairman gave his casting vote in favour of the Ayes.

So Sir George Grey's motion passed in the affirmative.

Captain Russell entered a protest against Mr. Tainui's vote being recorded, as he (Mr. Tainui) was not in the room when the foregoing question was put to the voices.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution : " Rora (Paora's daughter), her sister, and Nikera, the Native above mentioned, gave evidence before the Committee; a thorough cross-examination failed to shake their evidence in any particular. In substance they allege that Messrs. Sutton and Worgan came to their settlement at night. That they brought with them the deed of conveyance referred to and also some spirits. These spirits were given to Rora and her friends, and were partaken of by them with the exception of Paora Nonoi and Rora's sister. Paora was at the time in a mental state which incapacitated him from taking part in any legal transactions. They further allege that several attempts were made at considerable intervals in the course of the night to induce him to attach his name to the deed, but without success. All the Native witnesses concur that Paora neither signed nor authorized any one to sign the deed. Rora alleges that she was pressed by the Europeans to sign her name to the deed, but that she was so confused by liquor that she cannot say whether she did so or not."

On the question being put, That the words proposed to be added be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 8.—Mr. Fisher, Sir George Grey, Mr. Landon, Mr. Moss, Mr. Tainui, Mr. Tomoana, Mr. Tawhai, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. Macdonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So Sir Grey's motion passed in the negative.

Moved by Sir George Grey, That the following words be added to Colonel Trimble's resolution : " Nikerā, the alleged witness to the signatures, denies having attested the deed."

Upon the question being put, That the words proposed to be added be so added, the Committee divided, and the names were taken down as follow :—

Ayes, 8.—Mr. Fisher, Sir George Grey, Mr. Landon, Mr. Sheehan, Mr. Tainui, Mr. Tomoana, Mr. Tawhai, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So Sir George Grey's motion was negatived.

Moved by Sir George Grey. That the following words be added to Colonel Trimble's resolution : " The Native witnesses all agree in stating that Messrs. Sutton and Worgan remained at the pa until just before daylight, when they quitted it. This is contradicted by Mr. Sutton, who states that they arrived at the pa soon after sunset, and returned to the house of Mr. Coleman in time for tea, at about 9 p.m. A telegram from a Mr. Morrison, at present in New South Wales, appears to confirm the evidence of the Natives on the point of Messrs. Sutton and Worgan having remained at the pa until near daylight, but not as to the hour at which they reached the pa."

Upon which the following amendment was moved by Mr. Ormond, That all the words of Sir George Grey's motion be struck out, with the view of inserting the following : " That it is undesirable to add further words to the general resolution passed on the petition, and that the selection of particular passages is calculated to convey an erroneous impression of the result of the inquiry of the Committee."

Upon the question being put, That the words proposed to be struck out stand part of the resolution, the Committee divided, and the names were taken down as follow :—

Ayes, 7.—Mr. Fisher, Sir George Grey, Mr. Landon, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So it passed in the negative.

Upon Mr. Ormond's motion being then put as the substantive resolution, Sir George Grey moved the following addition thereto : " But the Committee has the power of correcting any passage to which it objects, or of adding any words which it may think fit."

Upon the question being put, That the words proposed to be added be there added, the Committee divided, and the names were taken down, as follow :—

Ayes, 7.—Mr. Fisher, Sir George Grey, Mr. Landon, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So it passed in the negative.

Mr. Ormond's resolution was then put and carried.

Moved by Mr. Ormond, That the Chairman do report the resolutions to the House.

Moved by Mr. Landon, That the Committee do now adjourn, upon which a division took place, and the names were taken down, as follow :—

Ayes, 7.—Mr. Fisher, Sir George Grey, Mr. Landon, Mr. Tainui, Mr. Tawhai, Mr. Tomoana, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

The motion was therefore negatived.

Sir George Grey then moved, That the following words be added to Mr. Ormond's previous motion : " and that he do report to the House that several other resolutions proposed to be moved were declined to be considered by the Committee, and that their report to the House be made as soon as the evidence and documents attached thereto have been printed, and can be laid before the House."

Upon the question being put, That the words proposed to be added be there added, the Committee divided, and the names were taken down, as follow :—

Ayes, 6.—Mr. Fisher, Sir George Grey, Mr. Landon, Mr. Tainui, Mr. Tomoana, Major Te Wheoro.

Noes, 9.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

So the amendment was negatived.

Mr. Ormond's original motion then being put, the Committee divided thereon, and the names were taken down, as follow :—

Ayes, 11.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Mr. Tainui, Mr. Tomoana, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

Noes, 4.—Mr. Fisher, Sir George Grey, Mr. Landon, Major Te Wheoro.

So it passed in the affirmative.

Moved by Mr. Ormond, That the Committee do now adjourn, upon which a division took place, and the names were taken down as follow :—

Ayes, 11.—Mr. Adams, Hon. Mr. Bryce, Mr. McDonald, Mr. Ormond, Hon. Mr. Rolleston, Captain Russell, Mr. Tainui, Mr. Tomoana, Colonel Trimble, Mr. Wakefield, Mr. Whitaker.

Noes, 4.—Mr. Fisher, Sir George Grey, Mr. Landon, Major Te Wheoro.

The motion being carried, the Committee adjourned until 11 o'clock a.m. on Wednesday.

MINUTES OF EVIDENCE.

TUESDAY, 4TH NOVEMBER, 1879.

Mr. W. L. REES sworn and examined.

Mr. Rees.
4th Nov., 1879.

1. *The Chairman.*] Have you seen the petition, Mr. Rees?—I have seen the petition and read it.

2. Can you give the Committee any information on the subject-matter of the petition?—I may state that I know all the parties who are mentioned in the petition except Paora Nonoi, who, I believe, is dead. I have the statement of all the parties—that is, of Davie himself, of Rora Nonoi, the daughter of Paora Nonoi, another daughter, and a man named Nikera—I forget his other name—the husband of one of the daughters. I believe Nikera was a witness to the alleged signature of Paora Nonoi and Rora Nonoi to a deed of conveyance to Mr. Sutton—I think to Mr. Sutton personally. I have seen also this paper-writing, which, I believe, is in Mr. Sutton's handwriting, and is alluded to in the petition itself. I may state that I have sent up for this paper-writing. I sent for it by telegraph. It is in my office in Napier. I expect it down by the mail to-night.

3. *Sir G. Grey.*] Would you just read the purport of this paper-writing?—I believe the original is in similar words to those set out in the petition. [Portion of petition referred to read.] I think those are the very words, so far as I can remember; however, I shall be able to produce the paper-writing. I have never seen the original deed from the Natives to Mr. Sutton. I have seen the copy of the deed. Rora Nonoi appears there to have signed her name, although she is no party to the deed, and the attesting witness to Rora and her father's signatures is this man Nikera. George Buckland Worgan is the interpreter, so far as I can remember, and Nikera the witness. I commenced an action against Mr. Sutton for £7,500, I think. Under the circumstances, I sued Mr. Sutton for Rora Nonoi and her husband, Wi Rangirangi—I think his name is Wi Rangirangi, but I will not be positive. I sued on their behalf for the value of 350 acres of land, inasmuch as no reserve had been made for Paora Nonoi. I did not set out the paper-writing in the civil action against Mr. Sutton, or sue upon it, because, in my opinion, the paper-writing did not come under the law known to lawyers as the Statute of Frauds. I sued, therefore, for the amount of damages, £7,500 or £7,000, the value of the land for the reserve, alleging for the purpose of the action the facts that a promise had been made of a gift of land in order to get Paora Nonoi's signature, and that the signature had been obtained to the deed, but the land so promised had never been given. To that writ and declaration Mr. Sutton's solicitors demurred. I am endeavouring to explain to the Committee the manner of the proceedings; otherwise I might merely say that the proceeding had been taken. Mr. Sutton's solicitors did not deny the facts set forth in the declaration. They stated that, allowing the facts might or might not be true, they did not entitle these people, Wi Rangirangi and Rora Nonoi, to recover. There were two grounds upon which the defence went. The first ground was, that Rora Nonoi and her husband had not been appointed administrators in accordance with English law to Paora Nonoi's estate. They were only successors according to Maori custom, and therefore the right of action, if any, did not pass to them. That was the first point. The second point was this: that, the promise being for land—a promise of 350 acres—it ought to have been in writing, in accordance with the Statute of Frauds, and, from the declaration, there did not appear to be any such paper-writing. On both points the Court upheld the contention of Mr. Sutton's solicitors. The Court stated that, as it did not appear that Rora Nonoi was administratrix under the English law, they had no right to recover, supposing that there were a right to recover; and, in the second place, it was alleged that a verbal promise was of no legal use under the Statute of Frauds, and therefore the case could not proceed on that ground. The Natives some time after this came down to me and instructed me to commence criminal proceedings against Mr. Sutton and Mr. George Buckland Worgan. I then examined the Natives fully in the presence of an interpreter. In a civil suit, I did not see that anything further could be done. I examined them thoroughly before I entered into any criminal suit, one by one. A criminal information was then laid against Mr. Sutton in conjunction with Mr. Worgan. Worgan at that time was arrested upon another charge at Wanganui, and he could not be produced in Napier. The magistrate in Napier declined to proceed with the case unless both Worgan and Mr. Sutton were present. The case was adjourned in Napier, and application was made in Wellington, to, I think, Mr. Justice Richmond, for a writ of *habeas corpus* to produce the body of Mr. Worgan in Napier in time to be present at the hearing of the charge. I think it was Mr. Justice Richmond to whom the application for the writ of *habeas corpus* was made. At all events Messrs. Izard and Bell made the application. The application was refused, and we were unable to get Mr. Worgan up to Napier. The magistrate still refused to go on without Worgan. I appeared, I may state, in Court, and desired to proceed with this case. The magistrate, however, maintained that until both Mr. Sutton and Mr. Worgan were present the case could not go on. The case, therefore, had to drop, there being no means of obtaining Worgan but by the writ of *habeas corpus*. The Natives having gone to some expense and trouble about the matter, they then asked me what else could be done now; for both the Civil and Criminal Courts had been shut up against them. What could they do, they asked. I said that the only thing that they could do was to bring the matter before Parliament, a body possessing power to make laws; and, I believe, upon that advice the petition was framed and sent down here last session. I could of course, if desired, state what Rora Nonoi and her sister stated to me. I do not state it here now, as it would not be evidence in a Court of law. I took every opportunity of testing the truth of their statements. I satisfied myself as far as I possibly could that the statements were true as to the time and fact before commencing any criminal prosecution at all. I may state in relation to the written memorandum that I took the opinion of many persons who knew Mr. Sutton's

Mr. Rees.
4th Nov., 1879.

handwriting, and they state that it is undoubtedly Mr. Sutton's handwriting. I may state that the only thing that prevented the suit from being brought against Mr. Sutton again civilly was, that I was debarred from doing so by the Statute of Frauds. The written document was not sufficient to go before a Court in a civil suit, no matter what were the circumstances attending it. Hearing that I was to be called as a witness by the Committee, I telegraphed up for these papers. I only knew on Friday evening or Saturday that I was to attend here to give evidence. I have had no time since to get the paper-writing. Had I known before that I was going to be called I would have brought the paper down with me. I think, however, that it will be down by the overland mail this evening. I also sent for all other papers in connection with the subject. I satisfied myself that Paora Nonoi was a grantee in the land, and that he had assigned this land to Mr. Sutton; that certain documents had passed which this man, Nikera, had purported to sign as witness. These girls who were present, as it is alleged, when Paora Nonoi signed, I examined, before taking any steps in the matter of the prosecution, or before I advised the course of petitioning the House. I took every precaution that any reasonable man could take in order to satisfy himself that the steps that were being taken were correct.

4. *The Chairman.*] Anything further?—I know what the statement made by the two girls, Rora Nonoi and her sister, and Nikera is; but that is only hearsay evidence. I could not, of course, state that what they say is true.

5. *Sir G. Grey.*] What character does Mr. Davie bear?—I have never heard anything against his character at all. He was employed generally in these land transactions. I believe that he had one transaction with Mr. Ormond in relation to the Heretaunga Block. [*Mr. Ormond*: I never saw the man in my life, or spoke to him.] I think he got a cheque for £30 for a transaction in which Paramene was concerned, in the Heretaunga Block.

6. Have you ever heard of him as a man of known bad character?—No; neither among Europeans nor Maoris. The Natives have a good deal of confidence in him to this day, which they have not in many other Europeans.

7. Has Mr. Worgan been convicted of some offence since the beginning of these proceedings?—Yes; I believe for forgery, just at the time when proceedings were being instituted. I may state that I was trying to get him at the time to appear as defendant in the case.

8. You believe forgery was the offence?—That is the public statement in the papers. I believe Mr. Worgan stated before Mr. Justice Richmond, as appears in the public reports, that he had been guilty of offences of the same nature in interpreting Native deeds prior to that. That statement was made before Mr. Justice Richmond in Napier.

9. *Mr. Whitaker.*] Was this man (Davie) employed on behalf of the Natives or Europeans?—Europeans.

10. The Europeans. Has he any occupation?—He kept a hotel and store at Pukahu. He is a well-known person among the Natives.

11. Is he married to a Maori woman?—I do not know.

12. Has he got a Maori woman?—I do not know. Oh! I remember now he has got an European wife and large family. His wife kept a lodging-house for many years, and still takes lodgers.

13. How long since he gave up the hotel?—So far as I know, he gave it up in 1873 or 1874.

14. Has he had any other means of living but through this Native business since?—He has been in employment in Napier since.

15. You are not in a position to state thoroughly the nature of the man's character?—I have never heard him accused of dishonesty.

16. Have you ever employed him in any Native transactions?—How do you mean—employed him?

17. In land transactions?—I have never employed him as interpreter. I have used his services as a messenger for the purpose of carrying messages to Natives. I have never employed him in any other capacity. I got him to carry messages because he knew the Natives personally.

18. He is one of those persons who come under the appellation of pakeha-Maori?—He might by some people be so called. I know as a matter of fact that thousands of pounds, consideration money for Maori lands, have passed through Davie's store and publichouse.

19. You say that many thousands of pounds have, as consideration money, passed through his store?—Yes. That came out in sworn evidence in Kinross's case.

20. *Mr. Acton Adams.*] Was this land granted to Paora Nonoi?—Yes.

21. Under the Native Lands Act?—Yes; but there were not more than ten men in the grant.

22. Is his share an ascertained one?—No.

23. Has Mr. Sutton acquired the interest of the other grantees?—I think so. I think he acquired the majority of the interests. So far as the deeds go, that is made to appear.

24. What is the extent of the block?—I do not know. Mr. Sheehan would know.

Mr. Sheehan: Six thousand acres.

25. *Mr. Acton Adams.*] Was the deed that was signed that night registered?—Yes.

26. Could Paora Nonoi write?—I think he made a mark. I am pretty sure of that. Rora Nonoi signed the deed also, although no party to it. Nikera signed as witness.

27. Who was the other witness to the deed?—Mr. Worgan.

28. Is Paora Nonoi still alive?—No.

29. When did he die?—Some years ago.

30. Then his two daughters would be entitled to succeed, supposing there was no conveyance?—Yes. Under the Maori custom of succession they would be the absolute successors.

31. Does this deed that is signed purport to be an absolute conveyance?—Yes. There were usually a number of deeds. First of all there was a lease, then a mortgage, and then a sale.

32. What were Mr. Sutton's prior rights to the land?—I think he had a mortgage over it.

33. Is the mortgage signed by Paora Nonoi?—I am not sure of that. The usual way of doing those things was, first the lease, then mortgage, then an absolute sale.

34. What is the financial position of his daughters now? Are they able to come here?—I do not know. They have undefined interests in land; but I cannot say that they have any money.

35. *Captain Russell.*] Can you tell the Committee how long after the date of the conveyance Paora Nonoi died?—No.

36. Have you any idea?—Not the slightest. Mr. Sutton would know.

37. Have you any idea whether Nikera was interested in this land?—I believe not.

38. *Mr. Ormond.*] To what extent was Mr. Davie employed by you in Native land transactions?—I have not employed him.

39. I thought you said just now that he had been in your employ?—No. When I wanted to send letters and messages to Natives, I used him as a messenger.

40. Could you tell the Committee what amount you paid him?—Money of my own?

41. What have you paid him from the office?—I have paid him from the Natives some considerable amounts. I paid him on an order from Rora Nonoi £100.

42. Practically, has not his livelihood been obtained from work through your office?—I believe he was engaged in work in Napier.

43. You cannot say the actual amount he has received from you?—No.

44. You named a sum of £100. Would the total sum be £300, or £400, or what?—I am speaking now without knowing the exact amount. I might have paid him £300 altogether, including that £100. I can produce vouchers for the payments made to him. I could not be certain as to the amount. I have the receipts and orders in the office.

45. *Mr. Reeves.*] Why did Mr. Justice Richmond refuse to grant the writ of *habeas corpus*?—I think the reason given at the time was, that he (Worgan) was not in on final imprisonment. He was only being detained on warrant. I think that was the reason that Worgan was not allowed out—because he was not in on final process. In fact, he had been arrested, and could not obtain bail, and had consequently to remain in prison in default of bail. I do not think the reason for not allowing him out on writ of *habeas corpus* a good one; but I have not looked into the question. The proceedings which I had begun I think commenced just before the arrest. At the time of his arrest he was in Wanganui.

46. *Mr. Whitaker.*] And he has been convicted since?—Yes.

47. Could not he be got now?—Yes; but that would entail no end of expense.

48. *Mr. Reeves.*] According to the ruling of Mr. Justice Richmond, it would appear that a man might commit an offence and yet get off without punishment?—Yes; that was argued in Court. The other House would not allow its officers to give evidence; a man might also be got off in that way.

49. *Mr. Sutton.*] You say the paper-writing was signed by me?—I believe that it is signed by you.

50. Do you wish the Committee to understand that what you read from the petition is a fair copy of it?—I believe that is a copy taken from the paper itself. I believe that it is so, word for word.

51. Are you aware that, if you had furnished a copy of that written document in your proceedings against me, you would not have had a leg to stand upon, and that you would have been precluded from going on with the case—in fact, that you were afraid to?—I am not afraid of anything.

52. Has any reserve been made in the block?—I have not said so; I do not know.

53. Have not the Natives now a large reserve?—I am aware that these people have not the 350 acres which they allege was promised when this supposed signature was made to the deed. That was the subject of the action I brought.

54. Was there not a large sum of £17,500 paid by Messrs. Watt and Farmer to settle the title?—I believe that there was a large sum to settle the claims of the Natives so far as Messrs. Watt and Farmer are concerned, but that had nothing to do with Mr. Sutton or any one else, so far as I am aware.

55. Was it or was it not a new conveyance—a fresh arrangement altogether?—I could not state so. I was not privy to the arrangements arrived at.

56. What portion of the £17,500 did Rora Nonoi receive?—I do not know.

57. Is it not a fact that she claims £200 as detained from her, and that she wants to get that money?—She has never stated so to me.

58. I should like to ask how it was you paid Mr. Davie £100 of Rora Nonoi's?—I paid £100 to Davie upon instructions from Messrs. Sheehan and Russell, who stated that they held money of this woman's, and that I was to pay this sum of £100, and debit her with it.

59. I should like to ask if you are aware that Rora Nonoi has sworn that she had no ground of action against me?—I am aware of this fact from herself, that Rora Nonoi was entrapped into Mr. Sutton's solicitor's office, and that the husband threatened to break the door open.

60. Did you see her husband?—I am stating so far as I know. I was told that she was so entrapped, that money was put down before her on the table, and that she refused for hours to sign the paper put before her.

Colonel Trimble rose to a point of order, as Mr. Rees was stating, not what came within his own knowledge, but simply hearsay evidence.

The Chairman: Mr. Rees is replying to a question put.

Colonel Trimble: Mr. Rees was asked if he was aware of certain things.

Witness: I am giving an answer to the question put to me. I said that Rora Nonoi told me that she was so entrapped into the solicitor's office—that sovereigns, five, ten, up to a hundred, were put down before her.

61. *Mr. Sutton.*] Will you swear that?—I am on my oath.

62. *Mr. Ormond.*] Whose office was that in?—In Mr. Cornford's, or one of the interpreters'.

63. Mr. Cornford being the solicitor in the matter?—Yes. I had a telegram sent down to me stating the circumstances. I was in Wellington at the time.

64. Who was present when that conversation took place between you and Rora?—Two interpreters, I think.

65. Who were the interpreters?—John White on some occasions, and Mr. Jury on other occasions, and Albert McKay was also present. Mr. De Lautour received the statement, and took it down in

Mr. Rees.
4th Nov., 1879.

writing from them. I may say that it has been the common practice to get Maori plaintiffs to go to the Supreme Court to withdraw suits after they have been put into my hands, or Mr. Sheehan's, and I have been compelled to issue fresh writs.

66. Are you aware that the Natives claim that a very large sum—of about £12,000—out of the £17,500 has not been paid them?—I am not. I am aware that people offered them money. I am told that Mr. Sutton and other people have offered them money to induce them to say so, but they declined to say so.

67. Do you know anything of a Native named Pohuka?—I know one Native named Pohuka, son of an old chief who died not long ago; he was a well-known old chief, named Te Hapuku. I know Pohuka very well.

68. Are you aware that Pohuka claims £1,000 of money that has been detained belonging to him?—No. I have never heard of such a thing. I do not believe that Pohuka was interested in the matter.

69. Are you aware of any claim being contemplated to recover this money by an action, criminal or civil?—No.

70. Are you aware of any claim at all existing for that money?—No. I am not aware of any claim.

71. Can you give the Committee any information as to the amount of money belonging to Rora Nonoi in Mr. Russell's hands, or in any one else's hands, respecting this £17,000?—No. Orders were given by the Natives first. Any orders that came to me I showed to Mr. Sheehan. If he said they were to be paid, they were paid accordingly.

72. Did Rora Nonoi ever give an order for £100, recently paid to Davie?—Yes.

73. Was the money paid before an interpreter?—Yes. An order was brought from Rora Nonoi to me. Rora subsequently saw me about it. I showed the order to Mr. Sheehan. He said it was an amount that could be paid. The amount was paid and passed through my books.

74. You stated, I think, that Worgan was arrested at the time you commenced criminal proceedings against me. Now, are you not aware that Worgan was two months in prison at the time you commenced proceedings?—No. So far as I am aware, he was not in gaol at all. I am not, however, sure. It might be so.

75. Have you, or did you ever get, any authority from the Natives to institute either civil or criminal proceedings against me?—Yes. I had both. Rora Nonoi was fully and absolutely aware of the steps that were being taken against you in both cases.

76. If Rora Nonoi came here, would she not assert differently?—She would not. I could show that she was wrong, if she said so, and I could show how she had been got to say so.

77. Colonel Trimble.] I should like to know how it was that the proceedings were stopped with regard to Mr. Sutton?—Which proceedings?

78. The criminal proceedings?—They were stopped in this way. Mr. Sutton was accused, along with Worgan, of having obtained these lands by fraud and conspiracy. Worgan was in Wanganui at the time. Mr. Sutton, by his question, suggests that Worgan was in custody before these proceedings were taken against himself (Mr. Sutton). Application was made to the Supreme Court for a writ of *habeas corpus* to bring Worgan to Napier to appear and answer the charge along with Mr. Sutton. I believe the application to grant the writ of *habeas corpus* was refused by Mr. Justice Richmond. The case before the Resident Magistrate's Court was adjourned from time to time, in order to see if there was any possibility of the application for the writ of *habeas corpus* being successful. Upon its being refused to Messrs. Izard and Bell, through whom application was made, I had then no other alternative but to go before the Resident Magistrate and say it was useless to go on with the case. The prosecution had consequently to drop.

79. What had Worgan's presence to do with the case against Mr. Sutton? Could it not be gone on with?—No; the magistrate refused to go on with the case.

80. Did the magistrate refuse to go on with the case without Worgan being present?—Yes.

81. Mr. Acton Adams.] Could you not lay information against Mr. Sutton separately?—No; it was a charge of conspiracy. I wanted to go against Mr. Sutton alone. The magistrate ruled that, as the case was one of conspiracy, there must be at least two persons concerned; that the case could not be brought against one, unless the other were dead. We had the argument out in Court. I did not press my view, as the arguments against it seemed very strong.

82. Mr. Ormond.] Has there been any attempt to get Worgan's evidence?—No.

83. There would be no objection to him being got now?—I thought that there would be no objection to him being got before.

84. It is clear that he could be got now that he is convicted?—I suppose we could get a writ of *habeas corpus*.

85. Are you aware that there is still some money due to Rora Nonoi?—I cannot state so. I do not know the state of accounts.

86. Did you pay it all to Davie?—I paid £100.

87. Did you pay the whole of Rora Nonoi's money?—No. I do not know the state of Rora Nonoi's account. I have no money of hers.

88. Has Mr. Russell, or Mr. Sheehan, or any one else, got any money of hers?—I cannot say.

89. You cannot say that she is impecunious?—So far as I know, she is impecunious. She has interests in land. Every one knows, as a rule, that Natives do not always have money, though they may have lands.

90. Sir G. Grey.] Supposing, as stated in the petition, that spirits were administered to the girls Rora Nonoi and her sister, would that, in the state of the law at that time, vitiate the conveyance?—I think so. It is a matter of fact that, in the great majority of cases, liquor was regularly supplied.

91. And it was against the law to do so?—Yes. It was in the teeth of the Statute relating to the subject.

92. *Mr. Ormond.*] I should like to ask you about the £100. I understand that that money was paid to Davie on account of Rora Nonoi?—Yes. I believe it was a debt partly owned by Paora Nonoi and Rora Nonoi. It was an order given by Rora Nonoi and her husband, which Davie brought to me. I submitted it to Mr. Sheehan, who acknowledged it to be correct. Mr. Sheehan gave me authority to pay the money, which I did. There was also authority from Mr. Henry Russell as well.

93. Would you kindly say, with reference to the petition, at whose instance was it got up?—At Rora Nonoi's. She, and her sister, and some of the Natives—I dare say Henare Tomoana would know—came to my office after the prosecution in the Resident Magistrate's Court. First of all, they were very angry at the civil suit not having been permitted to proceed. They wanted to know how Mr. Sutton could be punished; they said, "What can we do?" I said, "The only thing that you can do is, to send a petition to Parliament. Perhaps you may get redress."

94. Then why is Davie the petitioner?—He had a power of attorney from Paora Nonoi. He also has a will, signed by Paora Nonoi, appointing him, Davie, as trustee of Paora Nonoi's lands for the daughters Rora and her sister.

95. Am I to understand that you drew the petition?—I did not draw it myself, but I believe it was drawn in my office.

96. *Captain Russell.*] You stated just now that Rora Nonoi was "entrapped" into a solicitor's office?—I believe that she was entrapped to go into the office. She was induced to go in there. I was her solicitor, and was in Wellington at the time. I received a telegram from Napier stating these facts. A number of Natives went up to the door of the office in which Rora Nonoi was. The Natives told me of the circumstances themselves. She was asked to go; when, on her getting inside, the door was locked, and then money was offered to her.

97. What am I to understand by the meaning of the word "entrapped"? Will you inform the Committee?—She was entrapped by being induced to go into the office, and then having the door locked on her.

98. I do not see why a person should not go into a lawyer's office and have the door shut without being entrapped. "Entrapped" is a different word to my mind from "induced."—If you induced a person to go into a trap and shut the door upon her, and then locked it, I think that is entrapping.

99. Are you aware who locked the door, and whether it was done by a professional man's consent?—I do not know.

100. Do you know anything about it except by hearsay?—No; I was not there. I stated this through having been asked by Mr. Sutton whether Rora Nonoi had done certain things. To recall my authority for the reply I made, as to whether or not Rora Nonoi had signed a certain paper, I stated to the Committee what I had heard respecting Rora Nonoi being got into a solicitor's office.

Captain Russell: This appears to me to be a serious statement concerning one of the most respectable professional men in Napier—of entrapping a person into his office.

Mr. Moss: I understood, Captain Russell, that Mr. Rees was stating what he had heard respecting Rora Nonoi. Mr. Rees made no charge against any one of entrapping a person into an office.

Captain Russell: Still, Mr. Moss, the Committee has been led up to believe, by implication, that the woman was by unfair means induced to go into the office of one of the most respectable solicitors in Napier.

Witness: I am perfectly prepared to implicate Mr. Cornford and others.

101. *Mr. Whitaker.*] As against Mr. Cornford?—I am prepared to state certain things before the House against Mr. Cornford.

102. *Mr. Ormond.*] What did you say?—I said I am perfectly prepared to say before the Committee certain things, both in connection with the most respectable solicitors of Napier and their clients, including some of the gentlemen on this Committee.

Colonel Trimble rose to a point of order.

The Chairman: I have not checked a number of questions, with a view to their throwing as much light as possible on the subject-matter of the petition.

Colonel Trimble: We will not accuse you of not trying to keep to the point. I think the Committee ought to encourage you to keep to the point, instead of their drawing away from it.

103. *Mr. Acton Adams.*] Who induced Rora Nonoi to go into the office?—I do not remember.

104. Who spoke to her in the office about the money?—I believe that Mr. Cornford was there. Rora Nonoi will be here herself shortly, and can give her own evidence on that point.

105. (To the Chairman.) I want to get Mr. Rees to either state something definitely, or to ask to have that part of his evidence relating to Mr. Cornford wiped out.—According to Rora Nonoi's tale to me, Mr. Cornford and Mr. Hamlin were in the office.

106. She said that these persons were present, and that they offered her money. Up to £100 was offered?—Yes, in different sums.

107. Yes?—She was requested to sign some papers.

108. Yes?—I could never get from her whether she signed the papers or not.

109. *Mr. Landon.*] Are you not aware that Maoris will sign anything by offering them money and grog?—From what I have heard of Hawke's Bay, I believe it to be a fact.

110. *Mr. Ormond.*] Mr. Landon wants to know if that is Mr. Rees's experience of the Natives?—I yield the palm to others—to certain members of this Committee. I have never offered a Native spirits or money to sign any document for me.

111. *Sir G. Grey.*] Have you known bribes given to the Natives to sign papers?—Yes; I know of bribes having been given, and from members of this Committee.

112. *Mr. Sutton.*] Of your own knowledge?—From the persons' own statement. From my own knowledge I know that the Natives have signed deeds for illegal considerations.

Colonel Trimble: If Mr. Rees was not present, I submit that it is no evidence.

113. *Mr. Reeves.*] Has this anything to do with the celebrated "gig-lamp" case?—No; this stands upon its own basis.

Mr. Rees.

4th Nov., 1879.

114. *Mr. Sutton.*] Did Mr. Rees give Rora a cheque on the day she instructed him to go in for this business?—I have given Rora Nonoi small sums of money from time to time. I cannot tell whether I gave her a cheque or not on the particular day referred to. I can easily produce my bank and account books. Any money I have given will be shown there.

115. Does Mr. Rees say that in none of these cases has he paid the Natives for the business?—Never in a single instance have I paid Natives under such circumstances.

116. Did not Mr. Rees give money to Paremene and another Native when he (Mr. Rees) started the case against Mr. Kinross?—I have never given a Native any payment whatever for anything he had done for me in these matters. I have never asked a Native to be allowed to bring any proceedings. I certainly have never given a Native anything in order to allow me to bring any proceedings against any persons for them. I have done nothing that I am not prepared to have gone into before the Supreme Court or any other tribunal. I am ready to produce my books whenever called upon to do so.

117. Then, if Rora Nonoi says that you gave her £20 on the day you got instructions in this matter, she would be stating what was untrue?—I never gave her £20 to do so. I am perfectly certain she will never state anything of the sort.

118. *Mr. Moss.*] I should like to know whether Mr. Rees ever paid Rora Nonoi to be allowed to do this business. That was the inference intended by the question just put?—No.

119. I apprehend that was the inference—that you had paid Rora Nonoi to be allowed to proceed in this matter?—Yes; I apprehend that that was the inference. I have never done anything of the sort, either with European or Maori.

120. Who are Mr. Rees's clients?—Davie and the two girls.

Mr. Sheehan.

4th Nov., 1879.

JOHN SHEEHAN, Esq., M.H.R., sworn and examined.

121. *The Chairman.*] Have you seen this petition of George Davie?—Yes.

122. Can you give the Committee any evidence upon it?—Yes, I can. Perhaps it would be shorter if I were to make a statement. In 1873 I was employed professionally to attend the Hawke's Bay Commission. Paora Nonoi was there, but in bad health, and died shortly after the Commission was over. I returned about June. Amongst other business offered to me was this matter of Paora Nonoi's, respecting his signature to a deed of the Awa-o-te-Atua Block. The substance of the statement made to me by Paora's daughter, Rora, and a Native named, I think, Nikera, was, that on the conveyance of this land to Mr. Sutton by Paora Nonoi being made, Mr. Sutton promised to give Paora back an area of land from 300 to 400 acres. I am speaking now from recollection. In reply to a question from me, they said that the promise was made in writing. I asked where the paper was, and they said that they would endeavour to find it. They returned some days afterwards, and informed me that they had made a search for the paper, but could not find it. I thereupon informed them that they had better let the matter drop, as, in the absence of that document, it was idle to bring the matter into Court. About that time the petitioner Davie disappeared. Why, I do not know. It was rumoured that he was drowned over in New South Wales. If I mistake not his wife went into mourning, so satisfied was she of the truth of the report.

123. Who was this — Davie?—Yes. He turned up about twelve or eighteen months afterwards. Shortly after his return he came with these same people, Rora Nonoi and Nikera, with a document in Mr. Sutton's handwriting, which I have seen, to the effect set out in the petition. It is three or four years ago now since I saw it. It did not take long to satisfy me that there was no civil remedy in a Court of law, and that it was clearly bad as a legal document. I advised him to leave the matter at rest until we saw what became of the other cases then in hand. The matter then stopped, as far as I was concerned, until I ceased to carry on business in Hawke's Bay. I may state that, in consequence of the business having been brought to me, I searched the title. I ascertained that the block contained about 5,700 or 6,000 acres. I believe that there are nine grantees in the block. I do not think that there were ten. Paora Nonoi was one of them. A conveyance purporting to be signed by him was on the register. So far as the register was concerned, it appeared that there had been a clear conveyance of his interest in the block. During the same inquiry I ascertained that the total amount of the reserve in the block was twenty-five acres, at a place called the Willow Pa. That is all I know of the matter, except that I left the document, among other papers, in Mr. Rees's hands in Napier. If it be produced I can identify it.

124. Have you anything further to say?—No.

125. *Colonel Trimble.*] I only want to ask Mr. Sheehan if he knows anything of the case during the last four years?—Yes; I knew of the case. Do you mean professionally?

126. Yes?—I have had nothing to do with the case professionally since the middle of 1877.

127. Might I ask whether this woman is pecuniarily able to prosecute her suit in the ordinary Courts of law?—Well, I can hardly answer that question. When I left Napier in 1877 she had money to credit in Mr. Russell's hands; but I presume she has, as the Natives always do, very likely drawn it long before now. Of course, she has interests in land.

128. Does Mr. Sheehan know from his own personal knowledge whether, so far as pecuniary means are concerned, she is able to prosecute this suit?—I do not know.

129. One of the allegations in the petition is, that the woman has no means to prosecute the suit, and I wish to ascertain if it be true?—I cannot say. I might mention with regard to the £100 that Mr. Ormond was examining Mr. Rees about, that it was a debt partly due by Paora Nonoi and partly by Rora Nonoi to Davie. He brought an order which I refused to cash. Subsequently she came with him herself, and requested it to be paid.

130. I wanted to ask if Mr. Davie was present in 1877 at the first interview?—I do not think so. I fancy I saw Davie about the question of the will in 1873. There was a will which Paora Nonoi had made in his favour as executor. I do not remember seeing him about this matter. Davie was not a person I cared to do business with.

131. Was that because he was not a trustworthy man?—I felt that if I was right in going against

other people, I was right in going against him as well. He kept an outpost—a sort of a bush public-house—at Pukahu, and had immense transactions with the Natives.

132. *Mr. Landon.*] Will not Maoris sign any document if they can get a little money or grog?—I would not say that. I know cases where they have signed under such circumstances.

133. *Captain Russell.*] Do you know how long after the signing of the conveyance Paora Nonoi died?—No. His death took place somewhere about April, 1873. The Hawke's Bay Commission sat in 1873. He was so ill in 1873 that we had to send out to get his evidence.

134. When was the conveyance signed?—About 1869, I think.

135. There was plenty of time for him to dispute it, or make an effort to establish a case of forgery?—Yes. There would be about a year and a half between the time of signing and his death.

136. Do you know if Nikera is interested in the land?—I do not think that he is a grantee.

137. I think you said that there were only twenty-five acres of a reserve?—Yes.

138. At the time the deed was made, there were not many shares sold?—I do not think there were. I think, when the land was transferred to Coleman by Messrs. Watt and Farmer, there were only twenty-five acres reserved.

139. At the time of Watt's conclusion of the purchase, were there not some large shares still unsold?—I think that there was only one, which was in Te Awa-o-te-Atua.

140. I understood that there was a large reserve?—You are confounding two blocks, Kakiraawa and Te Awa-o-te-Atua. In Kakiraawa there are about three hundred and fifty acres of reserve; in Te Awa-o-te-Atua there are about twenty-five acres.

141. *Mr. Ormond.*] In reference to the £100, I understand that you sanctioned the order: When?—That would be somewhere about the middle of 1877.

142. What was that money out of? Did it belong to Rora Nonoi?—Yes.

143. Then Mr. Rees was simply the means?—Yes.

144. And the money was paid through his office?—Yes.

145. On an order to Davie?—Yes.

146. *Mr. Rees.*] I would ask Mr. Sheehan if he remembers hearing of this woman being got into an office in Napier, and money offered to her. Did you hear anything of it from Mr. Knight, who was in Napier?—Personal knowledge I have none.

MONDAY, 17TH NOVEMBER, 1879.

MR. GEORGE DAVIE SWORN AND EXAMINED.

Mr. Davie.

17th Nov., 1879.

147. *The Chairman.*] George Davie, I believe you sent this petition in to Parliament?—Yes.

148. Do you wish to make a statement to the Committee with reference to the petition, or do you prefer that questions be put to you?—I should prefer to be examined by the Committee.

149. You would prefer that, I understand, to making a statement? You are at liberty to make a statement if you like; if not, the Committee will put questions to you.—I will make a statement. On or about the 31st of August, 1870, between 11 and 12 o'clock at night, I was sitting on my verandah at Paokahu. I saw Mr. Sutton and Mr. Worgan passing in a buggy, and I followed them up for a bit of the road to see which direction they would take. After crossing the bridge, they took the direction to Paora Nonoi's pa; and I then came back and went to bed. The next morning I went to the pa and saw Paora Nonoi. I asked him if Mr. Sutton and Worgan had been there, and Paora said that they had been there. I asked him what they wanted, and he said they came to see him. Having told me this, he asked his wife to go and get the money; and she brought me a £5 note and a cheque for £5. The cheque was drawn by Mr. Sutton. I asked Paora what Mr. Sutton had given him this money for, and he said it was for rent. I asked him what Mr. Sutton had to do with paying Mr. Coleman's rent, as it was not then due. He said Mr. Sutton was a friend of Mr. Coleman's; and he asked his wife to give me the paper. She gave me the paper, and I looked over it and read it, and told him that he had sold his share in the Awa-o-te-Atua Block. He said he had not sold, and got very angry. There was no more said at that time. I left the pa, and went away home. About eight or ten days or a fortnight afterwards I saw him again, and he said that he had not sold his share. After this I met Mr. Sutton in Napier, and I offered him the money back. I asked him what he meant with Paora Nonoi, and he said—No—I asked him what he had been doing. I said, "If you want to do the thing in a right way why don't you do it, and not swindle the man?" I said to Mr. Sutton that I believed that there was a document of mine, signed by Paora Nonoi, that would upset anything that he might have done. He said, "I know what you have got, and I know what I'm about." Mr. Sutton said, "I know what you have got;" and I believe that he knew better than I did myself. After I left him, I believe I went over to the registry office to see if there was anything mentioned about the 350-acre reserve in the deed. There was nothing of the kind mentioned. When I went home I went up and saw Paora Nonoi, and told him what I had done; and he said that he was robbed. That is about all that I can say. He denied always to me having sold his share. He said that he had never signed.

150. *Mr. Whitaker.*] That is, Paora Nonoi?—Yes; Paora Nonoi. My firm belief is that he never did sell.

151. *Captain Russell.*] I should like to ask Mr. Davie if he is executor to any other Natives?—Yes; for one more, I think.

152. Was Paora Nonoi in your debt at the time he drew up this will in your favour, making you his executor?—Yes; I believe that he was in my debt.

153. Who is the other Native?—Ihaka Kapo.

154. Was he in your debt?—No; he was not in my debt, only for a trifling amount at the time the will was drawn up.

155. You are sure that you are not executor for any other Natives?—Yes; I am sure.

Mr. Davie.

17th Nov., 1879.

156. *Sir G. Grey.*] I would just like to ask one question. You say that Paora Nonoi's wife brought you a paper. Was that the paper with reference to the reserve?—The paper stated, I believe, that—"In consideration of Paora Nonoi having executed a conveyance of the Awa-o-te-Atua, I hereby agree to a reserve of 350 acres being made.—FREDERICK SUTTON. 31st August, 1870." I think, to the best of my memory, that is about it.

157. *The Chairman.*] Have you the paper about you to which you refer?—It is in Wellington, I believe. It was forwarded on.

158. *Colonel Trimble.*] I want to know what means the women have. Are they in poverty, or have they land or money. Is Rora Nonoi and her sister in indigent circumstances?—They have no means that I am aware of.

159. Have not considerable sums of money been paid to them during the last two years?—I am not aware that they have received any money during the last two years.

160. Have they not a considerable amount of land?—I think that they have got very little land left; it all went at the time of the mortgages and sales.

161. Do you know anything about the circumstances respecting a large sum of money that was paid by Messrs. Watt and Farmer?—I know nothing about that transaction.

162. *Mr. Rees.*] Are these the documents to which you referred [documents produced]?—Yes; the power of attorney, and Paora Nonoi's will. [Document read.]

163. Had you any reason to believe that efforts would be made to get Paora Nonoi's signature to the sale of this block about the time?—I heard that Mr. Sutton was after it; and I asked Paora Nonoi several times, previous to Mr. Sutton coming, if he would sell, as I wished to advise him in the matter. When I asked him, he got angry with me. After this I got to hear by some means or other that Mr. Sutton was coming up; and that is what caused me to stay up so late that night he did come. It might be the same day that I sat up and got to hear that Mr. Sutton was to come up to Paora's.

164. You got that paper from Paora Nonoi and his wife?—I got it from his wife.

165. And you got money also?—Yes.

166. The same money that you tendered back to Mr. Sutton?—Yes. I suppose that would be about the amount that was due to Paora for rent at the time, but the rent was not due until January. He never got any more. He was very sick at the time. He was never able to get about afterwards unless in a cart, up to the time of his death.

167. I suppose you would know the paper again, Mr. Davie, relating to the reserve?—Yes; if I saw it.

168. When Mr. Sutton stated that he knew what you had got, do you know what Mr. Sutton alluded to?—He alluded to that power of attorney, I believe.

169. *Mr. Sutton.*] Do you remember the sitting of the Native Land Court at Waipawa some years ago, about 1870 or 1871?—I remember.

170. You attended a sitting of that Court?—I was there for a while.

171. Do you remember if you were there on the day of the opening of the Court, or the day before?—I am not sure now. It might have been the same day that I went up to Paora Nonoi's. I believe that you went to Waipawa.

172. Were you at Waipawa before me on that day?—I do not think so.

173. You do not remember?—I do not remember. I do not think I was there before you.

174. You said that between 11 and 12 o'clock at night you saw me and Worgan pass?—Yes.

175. No one else?—No; only you two. I believe it was not your own buggy, but I could not rightly swear to that.

176. You were on your verandah?—Yes. You did not keep on the middle of the road; you turned off on to the soft part on the side of the road.

177. And you are quite certain it was between 11 and 12 o'clock?—Yes.

178. And you were quite sober on that occasion?—Yes.

179. You say that you followed the buggy in the direction of Paora's pa?—I followed up the buggy in the direction of the long bridge. There was a slight turn there, and you went on towards Maraekakaho.

180. You did not go any further?—No; I saw you going on as far as I could from where I went to.

181. Do you know about any proceedings started in the Supreme Court in relation to this matter? I mean with regard to criminal proceedings. Had you anything to do with it?—Rora Nonoi asked me my opinion on the matter. We talked it over. She wanted the thing settled, and I said the best thing she could do was to bring the action.

182. That was about six months ago?—That was the time of the trial when Worgan was to be brought to Napier.

183. Did you inform your solicitor, Mr. Rees, that Paora Nonoi had never signed the deed?—Very likely I might.

184. You are not certain?—Most likely I have mentioned the matter to Mr. Rees.

185. Do you know anything about the nature of that criminal action?—I believe it was brought in relation to the 350 acres. Paora Nonoi said that he had never signed; he said that he had been defrauded; and that was why the action was brought.

186. In reference to these documents—the power of attorney, and will—are you quite certain, on your oath, that you did not obtain powers of attorney from eight or nine other Natives the same day?—No; I did not.

187. About that time?—No.

188. Did you not obtain the signatures of Natives to other documents similar to those?—No. Mr. Worgan, I believe, had a document, which he carried about with him for a long time.

189. I am speaking of a set of documents which were prepared by Mr. Lee under instructions?—There was only that document, and one more. Mr. Martin Hamlin had none from me.

190. That is two altogether?—Yes; there were no more.

191. What have you been doing lately. What has been your occupation during the last two years?—What have I been doing? I have not been doing a great deal. There has not been much doing in Napier. I have been keeping boarders.

192. Have you been at any time in Mr. Rees's employ?—No. I think I have been out in the country three times. That is all, I think, I have done for Mr. Rees.

193. Have you received any money within the last two years from Mr. Rees on any account whatever, and, if so, how much?—I have received some money, but it was on account of some orders I got from Natives nearly three years ago. The orders were got from the Natives, and were written in Maori, and were drawn, I think, upon Mr. Sheehan. It is about two years and eight months ago since I got these orders. The Natives need not have given me the orders unless they chose. It was money they were owing me. It was out of date.

194. Did Mr. Rees pay any sum of money on account of Rora Nonoi within the last few months?—No. I have not received any money from Mr. Rees.

195. I mean, since you came back to Napier has Mr. Rees paid you any money on account of Rora Nonoi?—It is three years ago since I came back. How could I get the orders two years and eight months ago, if I had been back only twelve months?

196. Then you did not receive money on account of Rora Nonoi?—I believe I received money on account of Rora Nonoi.

197. How could Mr. Rees pay you money unless he, or somebody else, had the money to meet your orders?—The orders were drawn up, I told you, on Mr. Sheehan. It was about the time of the settlement made with Mr. Watt that I got these orders.

198. Why should Rora Nonoi draw orders on Mr. Sheehan. Had he money belonging to the Natives?—I do not know. I believe Mr. Sheehan had something to do with the settlement.

199. Do you know whether the Natives, Rora Nonoi and others, claim that there is a very large balance which has not yet been paid them?—I am not aware of it.

200. Has Rora Nonoi never spoken to you about it?—No.

201. Never?—Never.

202. Do you think if Rora Nonoi were to draw an order upon Mr. Sheehan that he would pay it?—I do not know. She might have drawn all the money.

203. Have you received £100 on account of Rora Nonoi?—I might have received something over that on account of her. I have received that amount.

204. Did Rora Nonoi give you any written order on Mr. Sheehan for that money?—The order for the money was written in the Maori language. She can read, and she read the order, and said, "All right." She signed it, and her husband witnessed her signature.

205. There was no licensed interpreter?—No; she read the order herself. She can read well.

206. That order was on account of the debt in the publichouse for grog?—It was for a debt contracted while I was in the hotel. Paora Nonoi was not a man who went in for much grog. The debt was mostly for goods out of the store.

207. Have you been through the Bankruptcy Court since that debt was in existence?—No.

208. Have you not made a composition with your creditors?—I paid what I owed.

209. Twenty shillings in the pound?—Yes.

210. Quite certain?—Yes; Neal and Close had to pay me when I left the hotel. They handed me over a balance.

211. You say, Mr. Davie, in the petition, that you are an executor under Paora's will?—I believe it states so in the will.

212. Have you taken any steps to prove in the Supreme Court your position as executor?—The first time I made an attempt was in 1873. I spoke to Mr. Sheehan about it, and I showed him the will. He said that he had not time to attend to it, as he was leaving. He would leave Mr. Wilson, the lawyer, to get it done. I did not go to Mr. Wilson. Two or three weeks afterwards—it might have been more; I am not sure—Mr. Cornford came to Napier and represented himself as the partner of Mr. Sheehan. I gave Mr. Cornford the will and power of attorney for him to get the will proved. Some little while after that I went away, and did not return for some time, and when I came back I asked Mr. Cornford about the will. He said he did not know. He remembered my leaving it. He told me to go to his office and ask his clerks if they could find it. They looked for it, but they could not find it. Some time after I traced the document to Mr. Lee's office. I think Mr. Cornford left Mr. Sheehan and went into partnership with Mr. Lee. That was how, I suppose, the will and the power of attorney got there.

213. How was it, Mr. Davie, that you did not take any steps to prove yourself the executor under the will until nearly three years after Paora Nonoi's death?—I was not in a position to spend much money over it. Mr. Sheehan came down about that time, and was acting for the Natives. I asked him about it, and that is the way I suppose that I did not go on with it. I had not the means to spend over it. It remained unproved because I had not the money to get it proved.

214. This is also a mortgage deed, Mr. Davie. It secures payment of a large sum of money to you under the power of attorney, and is, in reality, a mortgage deed?—I do not know, I am sure. I do not know whether it is a mortgage deed. It is a power of attorney. I never gave instructions for such a document to be drawn up. It rested between Worgan and Lee, and that is how you came to know so nicely, I suppose, what kind of a document I had.

215. I am not talking about Mr. Worgan; I am talking about Mr. Martin Hamlin. He was the interpreter?—He acted as interpreter. I did not instruct Martin Hamlin to act as interpreter.

216. Did you not get a power of attorney and will from Maata Kuiata, the wife of Harawira?—No.

217. You are aware, I suppose, that Rora Nonoi has been appointed by the Native Land Court to succeed to Paora Nonoi in all his possessions?—I have never heard it before. This is the first time I have heard it.

218. Did you ever have any conversation with Mr. Sheehan about this matter?—I spoke to him about it, and so did Rora, in 1873. I spoke to him again about it when I came back.

Mr. Davie.

17th Nov., 1879.

219. In 1876?—It might have been in 1877 that I spoke to Mr. Sheehan about the matter.

220. Was that previous or subsequent to the sale of this land to Watt and Farmer?—I think it was after. I could not get the will or power of attorney. It was after the settlement with Watt that I spoke to Mr. Sheehan about the paper for the 350 acres. After that I put the matter into Mr. Rees's hands.

221. Then you did not make any claim until the land had been again sold and the £17,500 paid over?—I did not know the terms of that settlement. I knew nothing about it. I had heard that the settlement was on behalf of some who had not sold.

222. Did you receive, when executor, any portion of the £17,500 which was paid in gold or notes?—I do not know, I am sure.

223. Not from the money from Mr. Watt?—I do not know where the money came from. I did not know from whom Mr. Sheehan got the money that he gave to me. I suppose it was on account of that block.

224. Mr. Sheehan was solicitor for the Natives?—I believe so.

225. And he did not think your claim of sufficient importance to consult you, as executor for Paora Nonoi, with reference to the arrangement with Watt and Farmer?—He did not mention the matter to me. I had not got the will at that time. It is not so very long since I got it from Mr. Lee. I had a great job to get it from him.

226. You have told us, Mr. Davie, that in 1873 Mr. Sheehan was acting for you as executor in this matter?—I spoke to him about the matter at that time.

227. You left the will with Mr. Sheehan, who handed it to Mr. Cornford?—No; I handed it to Mr. Cornford.

228. But Mr. Sheehan knew of it?—No; I should think not.

229. And in 1877, when Mr. Sheehan was concluding the last transaction in reference to the £17,500, he did not consult you as executor?—No; he did not mention the matter to me.

230. *Mr. Sutton*: That is all.

231. *Mr. Whitaker.*] Do you recollect applying to Mr. Sheehan to give you employment in Native matters, and what was Mr. Sheehan's answer to you on that occasion?—I never remember applying to Mr. Sheehan.

232. Not for work in connection with Natives?—No.

233. *Captain Russell.*] I should like to ask the witness if he joined, or was asked to join, in the conveyance to Watt and Farmer?—No; I was not asked.

234. Do you know how that was?—No.

235. Have you taken any steps; because I see that Paora Nonoi, who was interested in that property, makes over all his property, personal and otherwise, to you. Have you taken any steps?—No. [Power of attorney read.]

236. *Mr. Rees* (through the Chairman).] Is that document you have just had placed in your hands the document alluded to by you in the early part of your statement relative to the reserve of 350 acres, and given to you by Paora Nonoi's wife at the time mentioned?—[Document produced.] Yes.

237. *The Chairman.*] Are you positive that this is the document?—Yes.

238. How do you know it is the document? Have you any private mark on it?—There is my name upon it.

239. When did you place your name upon it?—It might have been about the time I got it, or a few days after.

240. *Mr. Rees* (through the Chairman).] Have you ever received any money or a cheque on account of Native land transactions for Mr. Ormond? You will remember, Mr. Chairman, the question was put by me that Mr. Ormond had transactions with Davie, and he (Mr. Ormond) denied that it was so. Has the witness received a cheque from Mr. Ormond for £30 or £40?—[Captain Russell strongly protested against this question being put, as it was altogether irrelevant. A discussion ensued. The Chairman ruled the question admissible, when it was put to the witness.]—Yes; I received a cheque from Mr. Ormond for £40 from himself in his own office in Napier, on account of the purchase of the Heretaunga Block. I gave evidence, I think, in February, in 1873, when the inquiry was on, and I do not think that my evidence was very favourable to Mr. Ormond. I think it is very likely that he has not forgotten that.

241. *Mr. Sutton.*] About this paper [paper relating to reserve of 350 acres], is it in the same condition as when you received it? Was there no other writing upon it, upon the other side of it—on the other half-sheet?—No; there was no more writing on the paper.

242. This is a half-sheet. Was it a half-sheet or a whole sheet when you got it?—I think it was a half-sheet.

243. You are sure that there was no interpretation upon it?—Yes; I am sure. That was all the writing upon it when I got it from Paora Nonoi.

244. When did you get it?—Next morning.

245. Before you went to Waipawa?—Yes.

246. And there was no interpretation upon it?—No.

247. *Mr. Whitaker.*] Mr. Sheehan says here [reading from Mr. Sheehan's evidence]. Had you ever large transactions with the Natives—large personal transactions?—I had not large personal transactions.

248. What would be the amount you had on your books at one time?—I am sure I could not tell you what amount, in grog and other goods. The grog and the other goods were put in together. I could not tell what amount would be for grog.

249. But you had considerable amounts for grog?—I had a considerable amount for grog on one or two occasions.

250. For grog supplied to the Natives?—Yes, for grog supplied to the Natives.

251. On account of land?—It was on account of land in which I was mixed up with Mr. Kinross.

252. *Mr. Moss.*] Were these land transactions your own?—I never got any land from the *Mr. Davie.*
Maoris. 17th Nov., 1879.
253. Who were you acting for?—Mr. Kinross got all the lands; I had nothing to do with that.
254. *Mr. Sutton.*] Did you ever have anything to do with land for Mr. Kinross, or any one else? What do you mean by saying that you never got any land for yourself?—It was arranged between Mr. Kinross and me that I should take a mortgage over a certain block; that was on Coleman's run. It was only a small block, and he did not wish to have anything to do with Mr. Coleman, as he was not one of his constituents; so I took the mortgage over that part of the block, and Mr. Kinross took the mortgage over the other portion of the block. This piece that I got was only a small portion. The name of the block is Mangaroa. It was leased to three people.
255. You deny altogether that these words you "had immense transactions with the Natives" apply to yourself?—I had transactions with the Natives. I sold them goods. I have just stated that I took a mortgage.
256. Had you transactions with the Natives?—I have just made the statement.
257. Had you any equitable interest in the land transaction?—The mortgage was drawn up in my name.
258. On behalf of Mr. Kinross?—His name was not mentioned in the deed. I held the mortgage.
259. Did you get anything for transferring it?—I got credit in Mr. Kinross's books.
260. For what amount?—For £530.
261. *Mr. Moss.*] For the amount of the mortgage?—Yes; for the amount of the mortgage.
262. Did you make any money out of the transaction?—No; I did not make anything out of the transaction.
263. Then you did not get the mortgage for yourself at all?—There were goods and other things from which I would have the profits.
264. *Colonel Trimble.*] How much did Paora Nonoi owe you at the date of the power of attorney?—About £100.
265. How was the debt contracted?—Contracted by himself for goods out of the store—for sugar and clothes and other things.
266. Was there any cash in it?—There might have been a little, which I might have given him at times when he wanted money.
267. Did any part of the debt arise from the sale of spirits, and how much?—He had a little spirits. He was not a Native who went in for spirits. I could not say what amount was for spirits.

TUESDAY, 18TH NOVEMBER, 1879.

RORA PONEKE sworn and examined.

Rora Poneke.

18th Nov., 1879.

268. *The Chairman.*] What is your name?—My name is Rora Poneke.
269. Are you aware that Mr. Davie has petitioned Parliament?—Yes.
270. Are you familiar with the contents of the petition?—Yes.
271. Would you like to make a statement upon the subject-matter of the petition, or would you prefer being asked questions by members of the Committee?—If questions are put, I will answer them.
272. Then, is the Committee to understand that you decline to make a statement?—If the Committee will put questions to me I will answer them, starting from the very first occasion of this petition. I can make my own statement from the commencement. I will begin at the time Mr. Sutton, in company with Mr. Worgan, went out there in the night. When they arrived there we had lain down to sleep. Worgan came and sat down on one side of me. They had liquor with them, which was in the custody of George Worgan. I was the first to commence drinking from the bottle. After I had drunk of the contents of the bottle, George Worgan addressed himself to Paora. He said, "Paora, Mr. Sutton and I have come out to see you, that you may agree to the sale of the Mangarau-Te Awa-o-te-Atua Block; because all the other grantees have sold their shares, and yours is the only one remaining unsold." To this Paora said, "I'll not agree." Then George Worgan said to Paora, "You must agree to the sale. If you will agree to the sale, Mr. Sutton will give you 350 acres, and £15 in money." Paora said, "I will not agree." George Worgan poured out a glass of rum for Paora, and took it to him. Paora was ill at the time, and lying down. Paora turned George Worgan away from him, and Worgan came over to the side where we were. George Worgan again told Paora that, if he would agree to the sale, Mr. Sutton would give him 350 acres of land and £15 of money. Paora said, "I will not do so." I then took upon myself to say to Mr. Worgan, "Yes; I'm quite agreeable to the sale." My younger sister also said, "Yes; we both agree to sell." Paora got angry with us for agreeing to the sale. He said, "I am not keeping my share for myself; I am keeping it for you, the children." I asked for the money to be given to me—the money mentioned, £15—and I got it. George Worgan gave me a document agreeing about the acres of land. It was handed to Paora, but he threw it away from him. The document was handed to Paora for him to sign his name thereto. He would not sign, nor would he take the money. It was I who took the money. They tried to get Paora to sign; but he got very vexed, and told them to clear out from his premises. I went outside with them. I conducted them as far as the gate, and they went. They were going to Waipawa, to the Court. That is all that I have got to say about that visit of Mr. Sutton to our place. On one occasion, when I was going to Turanga, I said to Mr. Sutton, "Where are the acres you promised to give Paora at the bridge?" He said, "Yes, I know about that." Afterwards, when the sale of the Awa-o-te-Atua Block was being negotiated for on behalf of Mr. Watt, Mr. and Mrs. Sutton came out to Hastings. I said to him, "Where are the acres I spoke of to you about, that were to be given for Paora?" He said, "I do not know." I said, "Wait; you'll see, I'll summons you." He was dis-

Rora Poneke.
18th Nov., 1879.

pleased at this. He whipped his horse and went on. After Te Awa-o-te-Atua sale had been confirmed, I was on my way to Turanga. I was seized hold of by Mr. Sutton and his lawyer. They took me into an office, and shut me in. The office was near a photographic studio in Napier. Josiah Hamlin was the interpreter. The reason I was shut in in the office was that I might not summons them, and that I might sign my name to that effect.

273. *Captain Russell.*] What do you mean by "to that effect"?—That I might not summons them. Everything had been written on paper, and my name was only wanted to be attached. I did not agree; I did not sign my name. I was asked how much I would take to sign my name, and I said I would require a very large amount. I was for about two hours shut up in that room. My children were with me. Some European came and knocked at the door outside. I said to my children, "As soon as the door is opened, rush out; and let us get away." While Mr. Sutton was engaged with the person who knocked outside, my children managed to escape through the door. Mr. Sutton attempted to keep me back, but by this time I managed to get outside. When I got out of this place I went away to Turanga. I returned from there. It was after I returned from Turanga that I summoned Mr. Sutton.

274. *The Chairman.*] What place do you wish the Committee to understand you refer to when you say certain people came to where you lived in the night?—Korongata.

275. Do you remember the month or the year, or both?—I believe it was in 1870, at the time Paora was ill. I have a copy of a will here, and can soon see [document produced]. The date is here. That is a copy of the will.

276. Was there any writing with reference to any promise to return so many acres of land out of this block?—There is a document somewhere relating to that.

277. Can you give the Committee any idea as to the contents of that paper?—I can tell what the contents are as stated. It was said in the paper that if Paora would sell his share he would get 350 acres out of the Awa-o-te-Atua Block. Those acres were for himself alone, not for any other of the grantees.

278. Did Paora sign his name to the deed of sale for this block?—No. To the conveyance of George Worgan and Mr. Sutton?

279. Yes; to the document by which Mr. Sutton became possessed of the land.—No, Paora did not sign.

280. Who signed Paora's name?—Paora did not sign his name. Paora could not write his name. I should like to see the signature of Paora. There was no one else to sign his name but myself, my sister, and Nikera.

281. Did you sign Paora's name?—I am not aware of having done so. I should like to see the deed, and the signature.

282. Is the Committee to understand that, to the best of your recollection, you have never signed that deed?—Why I am not clear on that point is: because what they had brought out I consumed.

283. What was it you had been taking?—A bottle of rum—P. B.

284. *Sir G. Grey.*] What is that?—A pale kind of brandy.

285. *The Chairman.*] You are sure that this promise of 350 acres was made, and the £15 paid over?—Yes; I received the £15.

286. What did you do with the £15?—I gave it to Paora's wife. He, of course, would not agree to the sale. I gave the money to his wife.

287. Can you say what his wife did with the money?—She gave it to Davie.

288. The whole of the £15?—No; she kept part of it.

289. How much?—She kept £5.

290. Was the money in gold or notes, or what?—In notes and a cheque.

291. Were the notes single notes?—No; it was a £5 note.

292. How was it that you and your sister came to consent to the sale of the property against the will of your father?—Because George Worgan said that the 350 were for Paora alone, and not for any of the others in the Crown grant.

293. What was about the age of yourself and your sister at that time?—We were both mothers.

294. That is not an answer to my question. How many years old were you at that time?—We are not like Europeans, we do not keep a record of our ages. I suppose I am about forty; I am a long way over twenty-one. I am forty, more or less.

295. Are you aware whether Paora ever gave Mr. Davie a power of attorney?—Yes; I saw that paper.

296. Are you aware, also, that Mr. Davie is sole executor under that will?—Yes; I am aware of that. The interpreter at the time was Martin Hamlin.

297. What was your reason for going to the solicitor's office where you were asked to sign some documents?—I was asked by Mr. Sutton to go there.

298. What document were you asked to sign?—I was to sign my name to a document to stop any proceedings against Mr. Sutton that I might intend to take.

299. What were you going to summon Mr. Sutton about?—I was going to summon Mr. Sutton about concealing the acres.

300. Do you know the names of the lawyer and the other persons?—I do not know the name of the lawyer. I know him by sight.

301. Did you know any one else who was there?—There were only three of them—Mr. Sutton, Josiah Hamlin, and this small lawyer.

302. Are you sure that you were asked not to summon Mr. Sutton?—Yes; I am sure I was asked to sign my name, so as not to summon Mr. Sutton.

303. And did you do so?—No.

304. *Sir G. Grey.*] Did you sign your name to the deed of sale of the Te Awa-o-te-Atua Block the night Mr. Sutton was there?—I have already stated that I am not very clear upon that point.

305. Did any one ask you to put a cross to Paora's name?—No. Paora would not sign.

306. Did any one ask you to sign?—Yes; but I refused.

307. Who asked you to sign?—George Worgan and Mr. Sutton.

308. Did Mr. Davie go to your house the next morning after Mr. Sutton had been there?—Yes, he did.

309. And was he told what took place?—Paora and his wife told him what had taken place.

310. Was your father dead at the time you threatened to summon Mr. Sutton?—Yes, he had been dead some time.

311. *Mr. Mohi Tawhai.*] When Mr. Sutton and his interpreter went out there with their bottle of spirits, who asked you to drink of that bottle?—George Worgan and his friend asked me to take something out of the bottle.

312. How many of you were there who saw the arrival of Mr. Worgan and Mr. Sutton on that night?—There was Paora and his wife, myself, my sister, and her husband. Since that time Paora died.

313. All of you who were present drank of that bottle?—I drank more than the rest.

314. Was it when the bottle had been drunk that George Worgan asked that Paora should sign the deed of sale?—No. I have already stated that after I had drunk one glass Mr. Worgan laid his proposals before us about selling this land; and all the time we were drinking the bottle the matter was being discussed.

315. You have stated that Paora did not sign his name to this deed. Now, if it is seen that Paora's name is attached to the deed, and a cross placed against it, might you not think that he had signed his name some other day?—I do not know of his ever having signed the deed. He was not in sound mind: that is what his illness was at the time he was sick. In fact, I would have had to sign his name for him.

316. Was it while he was in that state of unsound mind that he refused to sign his name to the deed?—No. He had always refused to sign his name when he was in a sane condition; even at the time when he was ill he positively refused to sign. That is all.

317. *Colonel Trimble.*] At the time of this interview in the whare were there several bottles of brandy, or only one?—There was only one.

318. When you went to the lawyer's office, was there any money offered to you?—No. I was asked how much I would take to sign my name. I said I would take a very large amount.

319. Was any money put down upon the table in front of you?—No; because there was no specific amount decided upon. I did not state any particular amount.

320. Are you quite sure that no money was laid on the table, or offered to you. Was any particular sum offered to you?—There was no money given to me; I was only asked what amount I would take for my signature.

321. *Captain Russell.*] Do you know whether Davie sent in this petition?—Yes.

322. Did you ask him to send this petition?—Yes.

323. Do you wish the Committee to understand that the amount of pale brandy given to you on the night the deed was supposed to have been signed was sufficient to make you drunk?—My vision only was slightly impaired.

324. How long was Mr. Sutton and Worgan at the house?—I could not say how many hours they remained there, but they stayed for some time.

325. Did the liquor you drank make you sleep?—No. I kept awake.

326. Are you certain that Paora could not have made his mark without your knowing it. No; he could not.

327. Would it not have been possible, after you had consented to the sale, that you would not have taken much interest in it?—No, I was not altogether intoxicated. I was confused in my sight. I was the only one who drank any large quantity at all. My sister did not drink a drop, and the others drank sparingly.

328. Could it not have happened that in the dim light of the Maori whare your father might have signed, you not paying much attention, having already consented?—He could not have signed, because he kept up his anger all through the night; and even in the morning, when I gave the money to his wife, he was not in a better state of mind.

329. Did you see him—did you watch him all through the night?—I saw him all the time. It was I who conducted Mr. Sutton and Worgan to the gate when they went away. The cock crew first about that time. It was nearly daybreak.

330. Was Paora awake, then, the whole night?—Yes; because he was ill. He never slept; he was always walking about the whare.

331. I should like to know if Paora could have signed this deed without you seeing him. A charge of forgery might arise out of this case. I want a clear answer?—No; he could not have signed it. In the first place, he could not write.

332. Was he not out during the three or four hours that Mr. Sutton and Worgan were there?—There was no other house to go to. We were all in the whare or wharepuni.

333. Was he out of your sight?—No; George Worgan was sitting alongside of me. The only time he went over to Paora was when he took a glass of liquor to him. Paora refused to take the liquor. Then Worgan came and sat on the side that I was.

334. That is not an answer to my question. Was not Paora out of your sight during the time they were in the house?—No.

335. You said that you were "seized by Mr. Sutton and his lawyer, and they shut me in the office." Will you tell the Committee what you mean by that?—What I meant by using the word "seized" was that Mr. Sutton came to me and caught hold of my arm saying, "Rora, let us go together." I went. I did not know what for.

336. Did he use violence?—No; he did not use violence.

337. What is the meaning of "shut me in the office"?—When we got inside the office there were two doors, and both these doors were shut immediately we got inside. My friends were left outside.

338. Was the door locked?—No, the door was not locked; but both the doors were closed.

339. They were not locked?—No.

Rora Ponske.
18th Nov., 1879.

340. Did Mr. Sutton, the lawyer, or the interpreter put themselves against the door to prevent you from going out?—No.

341. It was stated in evidence that you were “entrapped into the office.” What do you mean by the term “entrapped”?—What I would gather from that is this: the fact of Mr. Sutton coming to me and asking me to go to a certain place, and not telling me what we were going for. My children were with me, and my friend (husband) was not.

342. There was no violence or cajolery that led you into the office?—What was simply done was this: Mr. Sutton seized me by the arm and said, “Rora, come along;” and I went with him. If I were in Napier I could point out the different spots exactly—where he came to me, and where we went.

343. I suppose if you had been unwilling to go with Mr. Sutton there would have been no compulsion?—Perhaps if I had refused to go violence might have been used, for aught I know. At first when I went into this place I did not feel afraid. It was when I had been there an hour or two that I began to get frightened, and I told my children, as soon as the door should be opened by any one outside, to take advantage of it and to escape.

344. Did you endeavour to get out of the office at any time?—In my mind I wished to get away, but there was no way of doing so.

345. Did you make any attempt at all to get out?—Yes; when somebody knocked from the outside my children managed to get out; then I got out. Mr. Sutton was talking to some European outside. Harawira was looking for me.

346. Then you were not prevented from going?—Mr. Sutton said, “Don’t go yet. Wait till we have finished our talk.” I would not listen.

347. Was Mr. Sutton in the room or outside?—Mr. Sutton was on the one side of the door, and the European on the outside.

348. Did Mr. Sutton resist you going out, or did he ask you to stop?—He was at the door; he was holding the door. He said, “Don’t go just yet. Wait until we have finished our talk.”

349. Then you were able to get out when you tried?—Yes; I was able to go out. As soon as I got out I went straight to the Spit and off to the steamer.

350. Did you go into the office of your own free will, and leave of your own free will?—It was not upon my own inclination that I went into that office. I was asked by Mr. Sutton to go.

351. What about your leaving?—I desired to get out of the office because I was afraid, and the door was shut.

352. Did you not say just now that you left when you chose?—Yes; I got outside, and went away.

353. Did you sign the deed on the night that Mr. Sutton and Worgan were at your pa?—That is the part I am not clear about; it is a thing my mind is confused upon: I could not say. If the document were here and I saw the signature, then I could tell.

354. Was your father of unsound mind at that time?—Yes.

355. How long?—It came on that year.

356. Was he of unsound mind when he signed the power of attorney for Davie?—He was not always in that state. At times his reasoning came back to him, and he was well. On the occasion when he signed the power of attorney, Martyn Hamlin was the interpreter.

357. You have said that your father was of unsound mind, and also that you would have had to sign for him? Have you often signed his name?—I have written letters to different places. I always wrote for him.

358. Have you ever signed his name to deeds?—Before that?

359. At any time?—In other blocks, but not in this block—the Awa-o-te-Atua. All his accounts which he owed to Europeans, I always signed them when necessary.

360. *Mr. Henare Tomoana.*] When Mr. Sutton went out to your place, where were you then?—We were at Korongata.

361. Was Paora living at that time?—Paora was living, but was ill.

362. In what year was it that Paora was in the hands of Sir Donald McLean. Was it before that?—It was after the visit to our place that Paora was in the charge of Sir Donald McLean.

363. But his illness had commenced about that time?—Yes.

364. Was that the only time that ever Mr. Sutton and Mr. Worgan went out to your place at Korongata?—That was the only time I ever saw them there. They may have gone there afterwards.

365. *Mr. Sutton.*] Are you quite sure that it was very late at night, or, rather, are you quite certain that the sun was down when we got to your place?—It was about midnight; it was late.

366. Have you had any conversation with Mr. Davie lately on this matter?—Not lately. It was some time ago that we had some conversation on this matter.

367. Within the last week or two?—No. We have had no conversation.

368. Did Davie tell you what to say on this occasion. Has not a great deal of your evidence been inspired by Davie?—No; my evidence is my own.

369. You have said that Paora did not sign. Do you know whether Paora could write his name? I do not think you said that he did not make his mark?—I did not see him make a cross.

370. In reference to the purchase-money, you said that the purchase-money was £15, and an agreement for 350 acres. Is that correct?—Yes, that is correct.

371. Did you never receive any more in the shape of goods or cash?—That is true. That was about the time of the mortgage that you gave me goods.

372. To what amount, do you remember?—I do not know to what amount; but the cash was £10.

373. I might tell you that a few minutes ago you said £15?—That £15 was given on that night when the 350 acres were promised to be set apart.

374. You never heard anything about £250 agreed to be paid to Paora and the 350 acres reserve?—No; I did not hear of that. Probably that might have been when I was in Turanga.

375. You say that, although this transaction was in 1870, you never petitioned the House, nor did anything in the Courts, until 1879?—Because I had always been under the impression that the

350 acres had been set apart. It was not until the subsequent sale of the block, which took place some time ago, that I found that these acres had not been set aside. Not only that, I had not any money to enter into any action.

376. Did you know anything about the subsequent sale of this block to Watt and Farmer for £17,500?—Yes; I knew of that sale.

377. Did you sign the conveyance?—I signed the conveyance for that part of the block; not for the 350 acres, because the 350 acres had been already cut out and included in the will of my father.

378. Did not you sign the conveyance for the whole block. Are you positive?—I applied to you before that sale—the last sale, in which Mr. Sheehan and others acted. I applied to you for these acres: the sale took place afterwards. I applied to you again; you said you knew about the matter.

379. That is not an answer to my question. I am asking, if the document were produced showing your signature for the whole block, whether you would dispute it?—My opinion is that the subsequent sale was a confirmation of the former one, and that the 350 acres which had been excepted in the former sale was also excepted in the subsequent one.

380. How much were you to receive at the time of the sale out of the £17,500?—I was to receive £500.

381. Is that all?—That is all. I have received £260. There are £240 that I have seen nothing of yet. It is with an European.

382. What European?—Mr. Henry Russell.

383. Do you know why he is keeping it? Why does he not pay it over to you?—He told me it was to pay Court expenses for some of my lands.

384. Do you remember meeting me near the Provincial Government Buildings about twelve months ago, when I refused to shake hands with you?—I do not remember having gone to shake hands with you. I remember you bidding me good day. I was always afraid of you at the time. It was after you had bid me the time of day that I went to shake hands with you.

385. Are you not quite certain that I said that I would not shake hands with a person who had summoned me for £7,000 in a wrong case?—You did not say so. I do not remember your having said so. I did not greet you; you greeted me first. You said, "Rora, how are you."

386. Do you remember where you met me first, on the day of going to the lawyer's office?—We met near the photographer's, in the direction of Hukarere.

387. About that time did you not also summon Mr. Kinross for a large sum of money?—I did not about that time.

388. Did you not sign a document which was registered in the Supreme Court to the effect that the summons was wrong?—Yes; I stopped an action I had taken against Mr. Kinross.

389. Did you not tell me at the same time that you went to Mr. Rees to get the balance of your money from Mr. Russell, and that that was the case?—I do not remember having gone to you and saying so.

390. Do you not remember making a statement in Maori to Mr. Josiah Hamlin to that effect, which he took down in writing at the time?—I do not remember saying that I went to Mr. Rees about the money from Henry Russell.

391. You said a large sum of money was promised you. Are you not positive that you offered to sign the document that was read out if 10s. were paid you?—No.

392. Do you know anything about that action that was brought in the Supreme Court against me by Mr. Rees—a case for £7,000?—I do not know anything about Mr. Rees's action. I only know what I summoned you for.

393. What was that?—For your concealing about the acres which you had agreed to.

394. To whom did you first mention that Paora had never signed his name to that deed?—From that very time when inquiring about us.

395. Did you tell Mr. Rees at that time?—No.

396. Why not?—I informed Mr. Rees that Paora had not signed his name.

397. When?—I do not know exactly, but recently.

398. When did you know anything about the bottle of grog having been taken? When did you first speak about that?—When I knew of the matter I talked about it from the time it took place. It was the general talk among the people.

399. Do you remember the Native Lands Alienation Commission and Judge Richmond in Hawke's Bay?—About what time?

400. About 1873?—Was it when I was brought to appear in that case between you and me.

401. I am referring to the time when Mr. Justice Richmond, Judge Maning, Te Wheoro, and Mita Hikairo took evidence. You did not make any complaint to that Commission of that transaction?—I was summoned to appear on a case in which you were taking part. Twice I was summoned to appear as a witness, but I was too late each time.

402. Did you make no complaint like what you have made to-day in reference to the bottle of grog, or to Paora not signing?—I have never been before the Commission.

403. Do you know how it was that you never commenced any proceedings in the Supreme Court until the land was again sold to Messrs. Watt and Farmer?—I had no money before that, because you kept the acres that were to be given.

404. You had no money before that?—I had no money to pay for Court expenses generally. It was after the sale to Watt that I got any.

405. There is money of yours with Mr. Henry Russell?—I did not receive that money. It was kept back.

406. Do you consider that Mr. Henry Russell has got money belonging to you?—He has money still. Some of it I expended in threshing machines, fencing-wire, &c.

407. Was that some of what you got, or part of the £260?—I mean the £260. That money I received—not the £240. That last-mentioned sum is still in the hands of Mr. Henry Russell.

408. Who interpreted that deed of Watt's that you signed. I mean the deed for £17,500?—Mr. Grace.

Rora Poneke.
18th Nov., 1879.

409. What did you think Mr. Watt paid £17,500 for?—According to what I heard from Karaitiana, it was for that land which had been previously mortgaged.

410. Was not the deed explained to you?—What we gathered from the explanation of the deed was that it was a confirmation of the original sale of the block. It was when you sold the land to Watt that included the 350 acres.

411. How did you know that I sold the land to Watt?—Through your selling this 350 acres.

412. How did you know that I sold it to Watt at all?—Because when I asked you first about 350 acres, you said you knew all about it. After I heard the land was sold to Watt, I asked you a second time. You said that you knew nothing about these acres.

413. Who told you that I sold the land to Watt?—I know because the first European on that land was Mr. Tanner; after that Coleman; and during that time you had the management of the block.

414. How did you know that I had the management of that block?—Because Coleman was on the block as lessee, and whenever the Natives went to mortgage their shares in their lands they went to you. That is why they knew that you were the owner of the block.

415. If you thought that you were to get 350 acres, how did you think that you were entitled to £600 from Mr. Watt. What did you get that for, if you sold your share?—I got £500.

416. What did you get the £500 for, if you sold all your interest in the land before?—It is true that I thought that the land had gone by the way of mortgage, and that the 350 acres had been cut out. It was not until Karaitiana came to me and said to me, "You know that the land has gone through the mortgage, and that this money that we are going to get is a final payment of the block."

417. If you received the final payment, why should you have a claim afterwards?—In the first mortgage the 350 acres were kept out as a reserve, and when Karaitiana went to me and spoke about the sale of the Awa-o-te-Atua Block, these acres were not included.

418. You have the 350 acres still, have you not?—What has been got has been an arrangement made at the time of the last sale, but these acres that had been previously arranged for have disappeared altogether.

419. They have got the acres that were arranged at the first and last arrangement?—The first reserve of 350 acres there is nothing to be seen of.

420. What acres have you got?—The acres we have now are the acres we arranged for during the last sale to Mr. Watt.

421. Do you think that reserves were to be made every time?—Well, what will you do with the 350 acres that were agreed to be reserved in the first instance?

422. Did not you make a new arrangement with Mr. Watt for a large reserve and a large sum of money?—The acres reserved under the last arrangement were not for me; they were for Karaitiana.

423. *Captain Russell.*] In what Crown grants does your name appear?—I succeeded to Paora to his interest in the Awa-o-te-Atua Block.

424. Is your name in any other grant?—I have not yet been appointed successor to Paora in other blocks; but I have sent in applications for succession.

425. In what blocks do you claim?—Mangaroa, Raukawa, and Ngatarawa.

426. Are they mortgaged?—They have undergone the process of mortgage.

427. Do you know to what extent?—No; I only know about Awa-o-te-Atua. About Ngatarawa Block, my father asked me not to trouble about it, but to leave it for McLean.

428. *The Chairman.*] At the time of Watt's settlement, did you consent to give up your claim to this 350 acres; or did anybody ever ask you to do so at that time?—No.

429. *Mr. Sutton.*] I should like to ask a question arising from that: Was Mr. Sheehan aware, or were the solicitors or interpreter aware, that you had a claim?—Yes; I believe Mr. Sheehan and Mr. Grace also.

430. *Sir G. Grey.*] When Mr. Sutton and Worgan came to your house at night, had you a lawyer on your side to advise you?—No.

431. Then, when you were taken into this lawyer's office by Mr. Sutton and asked to sign this paper, had you any lawyer to advise you on your part?—No; I was there by myself and my children.

432. *Colonel Trimble.*] How old were your children at the time?—The girl was about eight years old at the time, and the others younger.

WEDNESDAY, 19TH NOVEMBER, 1879.

RORA PONEKE, recalled, sworn and examined.

Rora Poneke.
19th Nov., 1879.

433. *Mr. Sutton.*] Did you owe Davie any money?—I have paid my debt to Davie.

434. When?—Last winter.

435. Did you pay it yourself?—Yes.

436. What did you owe Davie that money for?—The debt was my father's. I paid it.

437. Did you authorize Mr. Rees to pay £100 on your account?—It was more than £100.

438. That Mr. Rees paid Davie?—I authorized Mr. Rees to pay that money.

439. Do you know where it was that Paora signed these deeds to Davie—the will and the power of attorney?—At Owihiti, when he was ill.

440. Not at Davie's house, at Pukahu?—No.

441. How much money have you paid Davie on account of Paora since his death?—A hundred odd pounds. I do not know the exact amount.

442. How did you know that Paora owed that money to Davie?—From other persons who knew of his contracting this debt, and from his wife, who used to get things on Paora's account from Davie.

443. *Mr. Rees.*] [There was something said in previous evidence about goods having been supplied to this witness by Mr. Sutton after this deed was signed.] Were goods or money given to you by Mr.

Sutton after the signing of this deed—after the night when Mr. Sutton and Worgan went out to Paora's pa?—It was after the signing of the document that made provision for the 350 acres to be cut out of the block that I was on my way to Turanga.

Rora Poneke.

19th Nov., 1879.

444. I mean goods. Did you receive any goods or money after the night that Mr. Sutton and Worgan were at your place?—It was some time after.

445. Did you have an account from Mr. Sutton for these goods?—No.

446. Can you say what sort of goods you got?—Yes; there were two pieces of print, one piece of calico, one scarf, two flannel shirts, and £10 in money. I received no account from Mr. Sutton for the goods or the money.

447. *Mr. Sutton.*] Did you not get goods at various times besides that occasion?—That is the only time I know, when I went to Turanga.

WIRIPINE WERAHIKO sworn and examined.

*Wiripine Wera-
hiko.*

19th Nov., 1879.

448. *The Chairman.*] Do you know whether George Davie has sent a petition to Parliament?—

Yes.

449. Can you give the Committee any information on the subject-matter of the petition?—

Yes.

450. Would you prefer making a statement, or being questioned by the members of the Committee?—The Committee, perhaps, will put questions to me.

451. Then do you decline to make a statement?—No; I will make my own statement.

452. Proceed?—Mr. Sutton and Mr. Worgan went to our place at night time. They arrived there about the time we were falling off to sleep. They had a bottle of spirits with them. It was in Worgan's hands. They poured a glass out of this bottle and offered a glass to Rora. Then Worgan called to Paora and said, "We have come here about your share in the Crown grant. We have come to buy your share; all the other grantees have sold, but yourself. If you agree to sell, 350 acres will be cut off the block. These acres will be for yourself, and no one else." Paora said that he would not agree. Worgan poured out a glass of spirits and took it to Paora. Paora was lying down, owing to his illness. When George Worgan said that the 350 acres were to be cut out for Paora, then Rora sang out, "I agree." I also agreed with Rora. When we consented Paora got angry. He said, "I am not keeping the share for myself. I am keeping it for you—for my children." Worgan then took the paper and laid it before him to sign. He threw the paper away from him. Paora ordered the Europeans to go away outside. Rora showed them out to the gate and let them go. That is all I have to say.

453. Can you tell us what year this happened, or what month?—I do not know the year or the month.

454. You have no recollection of what year or month this happened?—I cannot recollect what year it happened. I know it was in the year when Paora was first attacked by his illness.

455. Did Paora, during that night when Mr. Sutton and Worgan were there, sign his name to the conveyance of that property?—Paora did not sign. He was displeased at the paper being handed to him, and he threw it down.

456. Were you in the room or close by the whole time these people were there?—I was in the same house. There was only one house. We were all in it.

457. You were in sight of Paora the whole time Sutton and Worgan were there?—There was one house—as it were this room, and they were in my sight the whole time.

458. You are quite certain that Paora did not sign his name to the document, or direct any one else to sign it for him?—Paora did not sign or direct any one else to sign for him. He was angry with the Europeans, and he told them to go.

459. If Paora did not sign, why was the document left promising the 350 acres of land?—Paora did not agree; it was my sister and myself who agreed.

460. Then did you or Rora sign?—No; Paora was angry at the time.

461. Did Rora sign?—No; she did not sign.

462. Have you any knowledge of the number of persons in the block originally—that is, in the Crown grant?—I do not know. The only grantees I knew of were my father, Reihana te Ikatahi, Karaitiana, and Meihana.

463. Was your father supposed to be the principal owner in the block?—Karaitiana was the principal owner.

464. Why, then, was Paora promised the 350 acres, if Karaitiana was the principal owner?—Because the Europeans did not go to Karaitiana; they came to Paora.

465. I understand that they had received the signatures of every person but Paora?—That was what the Europeans said. They said that all the others had sold but Paora. He was the only one left.

466. How many Natives were there in the house at the time Mr. Sutton and Worgan went?—There were several: there was myself and my husband, my sister Rora and her husband, there was an old man and his wife, and Paora and his wife.

467. Did the whole seven of you hear the conversation and the refusals uttered by Paora?—We all heard the conversation and Paora's refusal.

468. When did you first discover that the signature had been placed, or was said to have been placed, to this deed?—I have never seen the conveyance. I only saw what they produced that night when they asked Paora to sign.

469. Then, up to the present day you do not know whether your father's or Rora's signature is attached to that deed of conveyance?—I do not know.

470. Have you or your sisters ever importuned Davie to protest against this property being taken from you?—Yes.

471. Why did you ask Davie to do so?—Because we wanted the acres to be cut out.

*Wiripine Wera-
hiko.*
19th Nov., 1879.

472. Why did you apply particularly to Davie?—Because some of the documents were in his possession.
473. What documents do you allude to?—To two documents; one of which is in the possession of Rora and the other is in Davie's possession.
474. Can you give the Committee to understand what these two documents are?—If I had them I could tell the Committee what they are.
475. Was Mr. Davie empowered by your father to act on your behalf, and was he also appointed executor under the will?—My own father never went near Davie.
476. Then have you seen what is said to be the will of your father, in which he said that Davie was appointed his executor?—No; I have not seen the will.
477. Then you are not a daughter of Paora Nonoi?—I am not his daughter. I am a niece.
478. *Sir G. Grey.*] When they offered Paora the spirits, did he drink?—No; Paoro did not drink.
479. When they offered the spirits to you, did you drink?—No, I did not drink.
480. Then you were not confused with drink that night?—No; I was not confused that night.
481. And you were able to observe everything carefully?—I could watch everything, as, in fact, I did.
482. How long do you think they remained there?—They stayed there for a long time. After they had been turned away they had not been gone long before it was cock-crow.
483. *Colonel Trimble.*] I want to ask you if you remember how many glasses Rora had?—Rora had four glasses. Worgan and Mr. Sutton were alongside, and they had the bottle between them. I was the only one in the house who did not drink.
484. Was Rora confused through the liquor she drank?—She did not get intoxicated. She did not lie down to it. She sat up and talked.
485. Did the old man Paora drink?—Paora did not drink.
486. You said all in the house drank. Did Paora drink?—With the exception of Paora, I was the only one in the house who did not drink. Paora did not drink.
487. Did you see Rora signing anything that night?—No; Rora did not sign.
488. *Mr. Acton Adams.*] Did you talk over the evidence you are now giving before you came here?—No.
489. Do you know that Rora gave precisely the same evidence?—No.
490. Did you repeat with any one before you came here the tale you were to tell?—I am not so young as that. I was not taught by any one what to say.
491. Did you see Nikera signing the deed?—Nikera did not sign.
492. Can Nikera write?—Yes.
493. What is Rora's usual signature?—I do not know how to write.
494. What name did she write?—Rora Poneke.
495. Did she ever sign any other name?—No. It was not until Paora died that she took the name of Roroa Nonoi.
496. *Captain Russell.*] You said you did not discuss with Rora the evidence she gave. Did Rora discuss with you that evidence?—Rora did not tell me her evidence.
497. Do not the Natives discuss the proceedings of the Committee?—She did not say anything to us.
498. Have you not mentioned the proceedings of the Committee at all among yourselves?—We have not discussed the proceedings. She did not tell me anything. We did not discuss the matter among ourselves.
499. Did they not mention the word Committee?—The Committee was mentioned. I gathered nothing of the proceedings. She did not give me any information.
500. What did Rora tell you about the Committee?—She did not mention the Committee. It was the other people who did so. I heard of the Committee when I was in Napier.
501. Has not Rora yesterday or to-day mentioned the Committee to you?—No.
502. On no single occasion?—No.
503. Nor any of the members of the Committee?—No.
504. Nor Mr. Rees, who is appearing for you?—No.
505. How long after the going down of the sun do the Natives usually go to sleep?—They keep awake for a long time after the sun goes down. On the occasion of Mr. Sutton and Worgan going to our place, we were kept awake for a long time, owing to Paora being ill. He had had a fit of his insanity.
506. Have you any idea of how many hours after the sun went down that Mr. Sutton and Worgan went to Paora's house?—I do not understand anything about the hours. We were inclined to go to sleep just at the time.
507. Would you think it was as long as it ordinarily is between the time of Native meals?—All I know is that it was about midnight when they arrived.
508. Why do you think it was about midnight?—Because we were occupied in attending to Paora until the day merged into midnight, and about the time we were going off to sleep they arrived.
509. You are quite clear that it was midnight?—Yes; because they had not long gone before the cock-crow.
510. What do you mean by "the cock-crow." Was it near daylight, or merely accidental crowing?—It was the usual hour for cock-crowing. There were three crows and it was daylight.
511. You are quite sure that it was not a moonlight night, and the cocks were crowing without regard to the daylight?—It was not a moonlight night; it was a dark night.
512. Mr. Sutton and Worgan arrived at the whare, I understand you to say, and said that if you agreed to the sale 350 acres would be reserved for Paora. Was there any offer of payment besides?—There was money besides. Rora asked for money from George Worgan.
513. Was there any offer of money or payment?—An offer was made to Paora, but he would not agree.

514. What offer was made to Paora?—An offer was made to Paora. They said, "Here, Paora, is *Wiripine Wera-hiko* £15 for you." Paora would not agree.

515. Was there no offer of any other payment or agreement to strike off a debt?—No.

516. Then was there no inducement offered for him to resign the whole of his share and only keep 350 acres. Was there no inducement offered him?—Yes. The 350 acres and the £15. 19th Nov., 1879.

517. Was there no argument offered why he should part with the whole of his share, and only keep a portion and the £15?—Paora never agreed to the sale of his share.

518. I am not asking about that, but about the offer of the people who came to purchase?—All they spoke about was that he should sell his share, and that the 350-acre reserve was to be for him.

519. What was he to sell his share for?—I do not know what the Europeans wanted to get him to sell his share for. The reason they gave us was, that all the other grantees had sold, and he was the remaining one.

520. Is it possible than an offer could have been made to him without your hearing it?—I did not hear any offer made.

521. That is not an answer to my question. Could an offer have been made without your hearing it. If an offer had been made would you have heard it?—Had any other arrangement been made I would have heard it.

522. How was that? Were you near Paora the whole time?—Yes; I was close to Paora.

523. For the five hours that they were there?—Yes; all the time we were very near each other. We were all close together in the house.

524. Did you sleep during the time the people were there?—No, I did not sleep.

525. You will state positively that it was not one hour after sundown that these people came to the pa?—It was midnight when they came.

526. You are quite positive that they did not leave one hour after their arrival?—They were a long time there trying to persuade Paora.

527. You are quite sure that it was not two hours after they came that they left?—They arrived there at midnight.

528. Was Rora the only one who drank more spirits than was good for her, or that was under the influence of spirits?—She did not drink such a great deal. The bottle was emptied by all who were there, with the exception of Paora and myself.

529. Did Rora have more than any other person?—They all drank about the same.

530. Was Rora under the influence of liquor?—No.

531. Was any one under the influence of liquor?—There was one old man who got intoxicated; but he was a very old man.

532. Do you know how many glasses he had, as you know how many Rora had?—That old man had five glasses. That was Reihana te Ikatahi.

533. Then how many Natives were there who drank?—My husband; Rora, and her husband; Reihana, and his wife; and Paora's wife.

534. How much liquor was there?—I do not know how many glasses they all had.

535. Was there more than one bottle?—There was only one bottle; a bottle of brandy.

536. *Mr. Landon.*] When Natives get drunk will they not, as a rule, sign anything?—On this occasion there was no signing. Some Maoris will sign; but these did not.

537. *Colonel Trimble.*] I want to know if you saw Mr. Sutton and Worgan at Paora's house on any other occasion?—No.

538. Nor either of them?—No; I did not.

539. *Mr. Rees.*] Could the deed have been interpreted to Paora, and could he have signed it without the people in the whare seeing that?—If it had been read over to Paora we would have seen and heard it.

540. *Mr. Mohi Tawhai.*] What was the distance between Mr. Sutton's house and Paora's place?—I do not know the distance from Napier to the bridge pa.

541. Have you no idea whether it was far or near?—A long distance separates the two places.

542. Do you know whether they brought the bottle of spirits along with them to drink on the road, as the way was so long?—I believe they brought the bottle of spirits for Paora to drink, to confuse his mind.

543. Did you see Mr. Sutton and Worgan arrive at Paora's place?—Yes. We were all at one house. I saw them arrive.

544. Could you have seen whether this bottle, that was brought by Mr. Sutton and Worgan, had had anything taken out of it?—No; it had not been opened. There was a seal on the top.

545. When that bottle was given to the Maoris did the Europeans drink anything of it?—No, they did not.

546. When they arrived there did you not, according to Maori custom, go outside anywhere to get them food?—No. I did not go out because my child had been only two days born.

547. *Mr. Sutton.*] Did you see me write the paper in reference to the 350 acres?—The paper had been all prepared and written when you arrived.

548. Are you quite certain it was not written in the whare?—Yes. When you came with the paper to Paora the contents had been already written.

549. Do you mean the contents of this paper before us, or the deed?—The paper making mention of the 350 acres, which Rora agreed to and I agreed to. I did not see you doing any writing.

550. Were both the papers explained by Worgan?—George Worgan said to Paora, "This is the paper in which you agree to sell your share." The paper was not interpreted to him. He was asked to sign his name.

551. The paper-writing for the 350 acres, was that interpreted to Paora?—It was explained to Paora; but it had been already written out before the thing was explained.

552. Was it written in English or Maori?—I did not see the paper. I could not tell whether it was in Maori or English.

Nikera te Kou.
19th Nov., 1879.

NIKERA TE KOU sworn and examined.

553. *The Chairman.*] Do you know whether Mr. Davie has sent a petition to Parliament?—I shall answer that by-and-by.

554. But I want an answer now?—I would rather not answer that now. I would like to make my statement.

555. What are you going to make a statement about?—I should like, first of all, to settle about my work which I have left behind.

556. That is not the matter you have been brought here for. You are to speak about the petition, if you have anything to say. Do you wish to make a statement on the petition, or would you prefer members of the Committee to question you?—I should like to be questioned.

557. Then you do not wish to make a statement?—Very well; I will make a statement. I will speak about Mr. Sutton's and George Worgan's visit. They went out at night. They arrived at the bridge. They entered the house. We were all lying down inside. They got inside and sat down. Worgan carried the havresack. George Worgan took out a bottle containing spirits, and poured some out into a glass. He offered some to Rora Poneke. After that he commenced to talk. He spoke to Paora Nonoi. George Worgan said, "We have come to you, Paora, that you may consent to the sale of the Awa-o-te-Atua Block. Every one of the other grantees have sold, except you." Paora would not agree to the sale. George Worgan said, "If you agree to the sale, you will get 350 acres." Paora said, "I will not agree to the sale." George Worgan said, "These 350 acres will be for yourself alone; not for any of the other grantees." Paora still persisted in his refusal to sell. After that, George Worgan poured out a glass of liquor for Paora. He offered the glass to Paora, but Paora would not take it. When Rora heard that the 350 acres were to be got out of the block for Paora, on that condition she agreed to the sale. Both Rora and Wiripina agreed to the sale then. George Worgan again went to Paora, and took with him a paper for Paora to sign his name to. Paora turned George Worgan and the paper away. He would not consent to attach his name to that paper. Paora was very angry with his daughters for consenting to the sale. He reproved them for so doing. Rora took the money—£15. Paora flew into a rage, and ordered Mr. Sutton and Worgan to be turned out of the house. He would not take money. George Worgan, and Mr. Sutton, and Rora went out of the house. Then the Europeans went away. They went over the bridge, and on their way to the Native Land Court at Waipawa. In the morning my wife and I went to the same Court. That is all that I have to say.

558. What time in the evening did Mr. Sutton and Worgan get to Paora's place?—It was midnight; going on for morning. They had not long left the place before it was daylight.

559. Were you present the whole time they were there with Paora?—I was there.

560. And you are sure that Paora never signed?—Paora never signed his name.

561. Did he not direct Rora or any one else to sign his name for him?—No.

562. Were you in such a position that you could hear all the conversation or all that transpired in the house while these people were there?—That was the house I lived in, and I was attending to Paora because he was ill.

563. Were there many about in the house?—There were several of us in the house at the time.

564. Do you know how many?—There was myself and my wife, Rora and her husband, Reihana and his wife, and Paora and his wife.

565. Are you sure that Rora did not sign the document?—Rora did not sign.

566. Not after she and her sister agreed to the sale?—No. Paora was very angry with her all the time.

567. I think you stated in your evidence that Rora took £15 of money?—Yes; Rora took the money.

568. Then why did she take that money, if she did not sign the conveyance?—It was on what George Worgan said, that the 350 acres and £15 of money would be given, that Rora readily assented to that arrangement, and took the money.

569. Was there any agreement or document in writing saying that Paora was to get the 350 acres?—Yes.

570. Was this document written in the house?—The document had been already written and prepared by Worgan and Sutton. None of the people saw it written.

571. Do you mean the conveyance, or the piece of paper promising so many acres?—All that I know about the deed of conveyance is the consent to the acres.

572. Then, with reference to this other matter, was it simply a verbal promise for the 350 acres?—As I have already said, they had arranged about the 350 acres before they came, and all that was to be done was to pay the £15.

573. What did Rora do with the £15?—When Rora received the £15, she handed it over to Paora's wife.

574. Had Paora's wife any share in the land?—Her only interest in the block was through her husband.

575. Did she retain the £15.—No. After I went to Waipawa that morning, Davie arrived at the place. When I returned I heard that £10 had been given by Paora's wife to Davie.

576. Why did they give this money back to Davie?—Perhaps it was to pay some debt they owed to Mr. Davie; but I am not sure.

577. Had Davie been appointed, under the power of attorney of Paora, to lease or sell his lands?—Yes.

578. Did you see Paora sign the power of attorney?—No. I did not see Paora sign the power of attorney. I did not see him sign any writing that took place between himself and Mr. Davie; but I heard that the will and power of attorney was in existence.

579. Did you sign this conveyance on behalf of Paora to Mr. Sutton?—No.

580. Are you aware whether any one signed on behalf of Paora?—There was no one else to write Paora's name. I did Paora's writing when he required it done. I and Rora did his writing when necessary.

581. When were you first made acquainted with the fact that Paora's name was said to be attached to this deed?—I heard of it at the time of the first sale, not the last sale, of the block. *Nikera te Kou.*
582. Are we to understand that you heard of it shortly after the night Mr. Sutton and Worgan went up to the bridge pa?—It was after Mr. Sutton and Worgan went out that night. 19th Nov., 1879.
583. Who told you? How did you become aware of the fact?—I heard that Mr. Davie had seen the document.
584. Did you take any steps then to prevent Mr. Sutton taking possession of the land?—We doubted the fact at the time, that Paoro had signed his name, because we did not see him do so.
585. Have you seen the deed since?—Yes.
586. Is Paora's name attached to it?—Paora's name is attached to it; but he did not write it.
587. Do you know who wrote it?—I do not. I did not see the person who wrote it.
588. You are sure it was not done on the night in question?—I am sure that it was not done on that night.
589. *Mr. Mohi Tawhai.*] Did you see Mr. Sutton and Worgan arrive at your house that night?—Yes.
590. How far did Mr. Sutton and Worgan travel that night from their own place to yours?—If you knew the country I could describe the different places along the road. As you do not know the distances, I may inform you that Sutton and Worgan came from Napier, and the place where we were at was the bridge at Horongata.
591. Could you not tell the Committee whether it was a long distance or a short one?—It was a long distance.
592. Had they a bottle of spirits with them when they came at night?—Yes.
593. Did you go out of the house, or remain inside the whole time they were there?—No; I stayed there the whole time. That was the only house where we lived. I did not go out at all. I stayed there until the Europeans went away. It was Rora who conducted them to the gate, and who let them go.
594. Did you not see that night Paora or any one else sign?—No; I did not.
595. Did you hear that Paora had signed his name to some document while you were there?—Paora did not go away anywhere else. He remained there all the time. He did not sign his name. That was the year when he was first attacked by his complaint, and it stuck to him until he died.
596. *Captain Russell.*] I would like to ask you if any Natives were lying down during the time negotiations were going on?—All the people in the house had risen up at that time, because the bottle of spirits was placed down in front of them, and some of them commenced drinking.
597. Was Wiripina up all the time?—Yes; she was up.
598. We heard just now that her child was only three days old. Did she not go away to attend to that child?—The child was with her.
599. Then she was up all the time?—Yes.
600. *Mr. Sutton.*] When did you first hear that Paora had signed the conveyance?—It was afterwards
601. Shortly afterwards?—I could not say that it was shortly afterwards. It was after that night.
602. Have you been living in that locality ever since?—Yes. My place is there, and I have been living there ever since.
603. Have you seen me very often since that time?—When I have been in Napier I have seen you a great many times.
604. Did you sign your name as witness to Rora's and Paora's signature that night?—No; I did not. If Paora had been agreeable he would have signed.
605. Did you ever mention to me that your name had been improperly affixed to the deed, or did you ever say so in my hearing before now?—No.
606. Why did you not?—We have never spoken together on the subject.
607. Have you ever spoken to me yourself about the 350 acres?—We have never spoken. Rora was the only one who ever spoke to you on the subject, or any of these matters. What I am speaking of is the night you arrived at the bridge.
608. I want to know what has taken place since that time. Have you never since that time spoken to me about the 350 acres?—No. After that time you went to the bridge at midnight I never went to you at all.
609. When did you first hear of this transaction—of the sale by Paora?—After the Waipawa Court.
610. Was that within a week of the thing taking place?—When I returned I heard that Davie had been to the place, and that the document had been discovered by Paora's wife and given to Mr. Davie.
611. Did you hear that Paora had sold his land on your return from the Native Land Court at Waipawa?—When I returned from the Waipawa Court I heard that Mr. Davie had been to the place, and that Paora's wife had given him a document, which he looked at, and discovered from it that Paora had contracted a sale.
612. Did you hear at that time that your name was to the deed as a witness?—No; I did not.
613. When did you first hear that your name was there as a witness?—It was lately, when Mr. Davie thoroughly explained the transaction to us, and that Paora's name was to the deed, and also Rora's and mine.
614. What do you mean by "lately"?—It was afterwards that I heard that my name was on the document.
615. Do you think you heard within three months after I was at the pa that your name was attached to the document?—I could not say how long.
616. How long after do you think it was that Mr. Davie told you?—I have already stated that when I returned from the Court at Waipawa I heard that Mr. Davie had been at the pa and had seen the paper.

Nikera te Kou.
19th Nov., 1879.

617. Do you still say that never on any occasion did you state to me that there had been a mistake about Paora's signature to that deed?—Yes; I say that I have never spoken to you about this. I have not been in the habit of speaking to you on the matter. I have come to give evidence about seeing you on that night at the bridge pa.

618. You have been often in my shop since that?—Yes; I was in the shop afterwards.

619. And had conversations with me about the 350 acres?—I have already stated that I am not of those interested in this matter, or in the habit of speaking to you about it. I came down here simply to state that I saw you on the night you arrived at the pa.

620. When did you first mention to any one that Paora had not signed the deed, and that you had not signed it as witness?—*E ngari tena.* Upon that point I can speak more accurately. I first heard of that when I received a telegram from Mr. Rees, asking me to come down to the Court at Napier.

621. How long ago is that?—It was about the time the question was gone into and generally talked about.

622. The conversation you speak of, was it within the last year?—Yes.

623. Why did you remain nine years before you said such a thing as that?—The matter did not affect me; it affected Rora.

624. Is not Rora your cousin?—What of that?

625. Are you not living on the land now?—Yes, I am living there. Rora is the person that has always moved in this matter, because she is the most interested party. When the question is raised as it is now, I am brought to give evidence on her side.

626. As a friend of Rora would you not have mentioned that her land was being taken wrongfully?—We have talked about this matter among ourselves, but Rora has been always the principal party. What I say is this: that I have never gone to you, Mr. Sutton, and discussed this matter with you.

627. You say that Mr. Rees first told you about the time of the case?—There has been no Court held in Napier on this case. We were asked to go into Napier, we went in, and the day we got there it was explained to us that that was Renata Kawepo's day at the Court. The next thing we heard was that Worgan, being in gaol somewhere, was not allowed to attend to give evidence. The proceedings were then stopped in consequence.

628. What has Mr. Rees paid you for your trouble?—That man has never given me a sixpence, a copper, or anything else.

629. *The Chairman.*] Have you had any conversation with Mr. Sutton about his visit along with Worgan to the pa, or the night's work, when you saw them at Waipawa the following morning?—No; we did not speak on the subject. I went there to attend the Land Court.

630. Was there no reference made to the block in question at that Court?—There was no cause to refer to land sales in a Native Land Court.

631. I am merely inquiring to ascertain if anything cropped up in reference to the block at the Court?—No. There was no reference made to the block at the Court. Paora and Rora, the principal parties in the block, were left behind.

632. *Mr. Sutton.*] I would like to ask if Mr. Davie paid you any money in reference to this block?—No; Mr. Davie has not given me money.

633. *Colonel Trimble.*] Was the deed of sale translated by any one?—Mr. Davie explained the deed to them. Do you mean that night?

634. Yes?—It was George Worgan who read the deed. He interpreted it.

635. *Mr. Rees.*] Did he take the deed out and read it in Maori?—He read it in Maori. He was speaking in the Maori language while he was there. He asked Paora to sign it, who refused.

636. *Colonel Trimble.*] I want to know if there is any doubt in your mind about the deed having been explained?—I have already stated that the deed was interpreted by George Worgan.

Mr. Worgan.

20th Nov., 1879.

THURSDAY, 20TH NOVEMBER, 1879.

GEORGE BUCKLAND WORGAN SWORN and examined.

637. *The Chairman.*] Have you seen the petition?—No, I have not.

638. [Petition read.] Do you desire to make a statement with reference to the subject-matter of the petition?—I am unaware that I can make any statement in reference to the petition. Of course I have listened attentively to the reading of it. I do not know in what position I stand in the matter. Unluckily for my own personal experience I am suffering for an offence of which I am not guilty. Before making any statement I should like to be more thoroughly acquainted as to the position I hold. Any questions the Committee put to me I will answer.

639. Then I am to understand that you would prefer answering questions to making a statement?—I know absolutely nothing. The first I heard of the matter is here now.

The witness withdrew while the Committee considered a resolution submitted to them.

The witness recalled.

640. *The Chairman.*] The Committee, Worgan, have arrived at the following resolution:—[*Vide Minutes for resolution.*] Do you wish to make a statement upon the petition?—Whatever would be most agreeable to the Committee in the matter. The thing occurred something more than nine or ten years ago, and my memory is necessarily very indiffrent on the subject. Any statement that I may make would be a mere skeleton-outline of the whole business.

641. If you like you can have the petition in your hands for reference. [Petition handed to witness.]—I may state, in the first place, that I acted for Mr. Sutton in the matter of Paora Nonoi's interests, and I also acted for Mr. McLean and Mr. Campbell, who also acquired lands in which Paora Nonoi held interests. I have no very distinct knowledge of this power of attorney which Mr. Davie professes to have got from Paora Nonoi. I know that Davie acted in conjunction with myself in assisting the transfer of Paora Nonoi's interests to Mr. Kinross, and that he pocketed nearly the whole of the money that Paora Nonoi got. I do not ever remember proceeding with Mr. Sutton to Paora

Nonoi's house in the dark. The only occasion of my taking a trip with Mr. Sutton, to the best of my recollection, was once going with him from Napier to Patangata, and returning from there and calling in at the pa near Mr. Coleman's—not Te Awa-o-te-Atua—the Willow pa, I think, about half a mile from Coleman's. I cannot say whether that was on the 29th of August or not. I believe that I left Napier with Mr. Sutton about four o'clock in the morning, and breakfasted, if my memory serves me correctly, at Douglas's. Then we went on to Patangata, for the purpose of seeing Nguha. We found when we got there that he had died. We left, and came back to Douglas's. We stayed there some time, and then the three of us rode from Douglas's house. We crossed the swamp in the night time. It was quite dark when we got there. We then rode on to this pa beyond Coleman's. When there we found that Paora Nonoi was not at the place. It was not his pa; but some other Natives, whose residence was on the coast at a place on Colonel Russell's run, we saw there. We saw him on some business, and got a deed signed. What it was I do not remember. It was not Paora Nonoi we saw. We then rode on over to Havelock, and we took a trap and rode back into town. That is the history of that journey.

Mr. Worgan.
20th Nov., 1879.

642. Have you any further remarks to make?—I have only got to clause 5 in the petition. I cannot state positively, but my belief is—mind, I might say this, that I have documents in existence belonging to me which would show exactly the date when Paora Nonoi's conveyance to Mr. Sutton took place, and also who were present at the time. I am speaking now purely from recollection—this conveyance from Paora Nonoi to Sutton was signed at his own pa at the bridge. He was ill at the time he signed it, and had been ailing for some time. I know that he was urged by other Natives interested to do so, which I believe was the reason of his signing at all. This about the spirits, it is just possible that I or Mr. Sutton on going to this pa might have had some spirits. It is very likely we had, for I rarely travelled at night without some. I do not remember anything about giving money. I remember nothing about this: "In consideration of Paora Nonoi having executed a conveyance of Awa-te-Atua Block, I agree to a reserve of 350 acres being made.—F. SUTTON. 31st August, 1870.—GEO. DAVIE."* I know nothing about this. If it is in existence it would have my signature. I have no recollection whatever of any promise of the kind. If Mr. Sutton made it he made it without my knowledge. I suppose that Rora Nonoi is Rora Poneke. Without the deed I cannot say. I do not know who Nikerā is. I cannot mention the grantees purely from recollection. That is pretty well all I remember about it. There is nothing else that I can answer in the petition.

643. Are the Committee to understand from you, Worgan, that you never proceeded with Mr. Sutton to the pa of Paora Nonoi for the purpose of obtaining his signature to the deed of the Awa-o-te-Atua Block?—I do not say so. I do not remember. Not at night-time.

644. Then why do you say that the signature was obtained in the pa to the deed of sale?—Because I have a sort of dim recollection on my brain now—I can almost remember the pa and the surrounding circumstances attending the signature to the deed. According to my recollection, it would have been in the afternoon when this was done, and not on this trip.

645. Do you remember having travelled in company with Mr. Sutton to Paora's place, and then having proceeded on to a Native Land Court that was being held at Waipawa?—I do not remember. If I had my diary I would know.

646. We have had it in evidence that Mr. Sutton on a certain occasion visited Paora's pa with you, and that you then proceeded on to the Native Land Court that was being held at Waipawa?—It might be so. I cannot say whether it was so or not.

647. Do you remember on any occasion visiting Paora's pa when you suppose this signature was obtained to the deed. Do you remember how many were there?—Yes; I think there were several.

648. Do you remember whether Paora could write his name?—Yes; he wrote a very good signature.

649. Do you remember who witnessed the signature to the deed?—I do not.

650. Did you interpret that deed to Paora before his signing it?—Yes.

651. But you have no recollection of your visit to the pa for this purpose?—I have not a very distinct recollection of it. My memory is hazy on the subject.

652. Did other persons than yourself witness this signature of Paora's?—Yes; it is very probable; I do not remember whether a European or a Native now.

653. Do you remember how you travelled to get to Paora Nonoi's pa on that occasion?—It is probable that I went in the ordinary way.

654. I do not mean what route you took; I mean the mode of conveyance. Did you ride or drive?—I rode, I think.

655. Did Mr. Sutton accompany you on that occasion?—I cannot say that he did. He might have accompanied me.

656. *Sir G. Grey.*] Did you see Paora sign the deed?—Yes.

657. Did any other person sign, not as witnesses, but as principals?—I really cannot say positively, but I have an idea that someone else did sign it, perhaps just previously. I cannot charge my memory absolutely with the fact.

658. Was it day-time?—Yes. My impression is that it was some time in the afternoon. I have said already that I kept a diary in those days, and if I had access to it I would probably be able to tell you the exact date the matter occurred.

659. Is your diary in existence still?—I left it in charge of Mr. Josiah Hamlin, who was partner with me in Napier, as a guide to him in taking up my business.

660. You think Mr. Sutton was not with you when you obtained Paora's signature?—My impression is that he was not with me.

661. Do you remember any other European having been with you?—That I am not certain about. I could not speak with any degree of certainty as to who might have been there.

662. But you are perfectly certain that it was not in the night?—Yes; that I am perfectly certain about. Paora Nonoi's pa was out of the way, rather, of the main road, and any one going there would have to go there specially, and go out of the ordinary track.

* The words "Geo. Davie" were written across the document.

Mr. Worgan.

20th Nov., 1879.

663. Did you have to pass Davie's house to go there?—Not necessarily.
664. Do you recollect going to Waipawa with Mr. Sutton to the Native Land Court?—I cannot call the circumstance to mind. Very likely I did.
665. Who was the Mr. McLean you referred to?—The late Sir Donald McLean. He was then Mr. McLean.
666. Were any spirits given or offered to Paora when he was asked to sign?—Oh, no; certainly not. It is just possible that I might have had a flask of spirits with me and offered him some; but that was all I ever had.
667. You recollect getting the deed signed by Paora?—Yes.
668. Who did you deliver it to?—I believe I took it into Napier, and after I got it declared, and so on, gave it to Mr. Sutton, or his solicitor.
669. What payment was made to Paora when he signed the deed?—No payment at all, that I remember.
670. *Mr. Sheehan.*] I think you said, in your evidence-in-chief, that you had an indistinct recollection of the power of attorney?—Yes.
671. What is the nature of that indistinct recollection that you have?—I remember that Davie always assumed to have some power with respect to Paora's interests, but what that was I do not know. I have no recollection of having ever seen that power of attorney. I remember that in some other transaction there was some understanding in writing between Paora and Davie, but I could not charge my memory as to what that understanding was.
672. You knew that was in existence when you wished to get Paora's signature?—I could not say whether it was in existence then, or whether it was anterior or subsequent to that that I heard of it.
673. I would simply say that, in your evidence-in-chief, you stated that only on one occasion do you remember going to Patangata from Napier with Mr. Sutton?—I have no recollection of travelling that way more than once.
674. You first went to Patangata, and then to the Willow Pa?—I did not say that.
675. You went to Patangata, and round to Willow Pa after dark?—Yes; very late at night.
676. And you do not remember going there on any other occasions?—No.
677. When you got to the Willow Pa after dark, who did you see there?—A number of Natives.
678. Did you see Rora Nonoi, or the others?—No.
679. Do you remember the business upon which you went there?—It was to get a deed executed. It was to get the signature of a Native who lived on Colonel Russell's run.
680. Do you not remember the name?—I do not remember the name of the Native.
681. Was it a signature for some title?—I do not remember for what title. I know he signed some deed there. I had a number of deeds to get signed, but as to the order in which they got signed I do not remember.
682. You do not remember the title for which you wanted the signature, or the persons?—No. I put it down, and I daresay my diary would show.
683. You cannot remember any of the other Natives present?—He and his wife were present.
684. Who were with you?—As far as I can remember, Mr. Sutton was with me, and Mr. Douglas.
685. Was it Mr. Douglas of the Kaokaoroa?—Yes.
686. You cannot remember going on any specific occasion to get a deed signed by Paora Nonoi?—I do not remember. In speaking about this pa, I wish to say that it was not the Willow Pa; it was some place outside of Coleman's.
687. Was it Korongata?—No. The people at the place I am referring to were ploughing at the time over Coleman's land. They had a number of houses built about a mile from Mr. Coleman's house.
688. At any rate, it was a pa at which you had to see Paora Nonoi?—Yes.
689. Can you remember the circumstances under which you obtained Paora Nonoi's signature to the deed?—I remember it was at his own pa.
690. Which pa is that?—The bridge pa.
691. Do you remember who went with you?—No; I do not. I do not remember who was with me at the time.
692. Do you remember who was there besides Paora when you got there?—I think there was an old woman and Paora, and Reihana te Ikatahi.
693. Reihana te Ikatahi, and no Europeans?—I believe that there was no one else, but I am not certain about it.
694. Will you undertake to show that Mr. Sutton was not with you?—No.
695. Will you undertake to show that when you left Napier he was not with you when you left to go there?—I could not say from memory.
696. Will you say you did not get to Paora's place after dark?—I think it was some time about four o'clock in the afternoon.
697. Will you tell the Committee how it is that you know that the time you arrived was about four o'clock, and that you cannot tell the time you left Napier?—I cannot tell you, beyond the fact that I can see the transaction as plainly as if it happened yesterday, so far as the position of the pa and the place where my horse was hung up on the fence.
698. How is it that, if the thing is so clear in your mind's eye, you cannot remember whether Mr. Sutton was with you?—I cannot say.
699. Do you remember if the conveyance which was taken of Paora Nonoi's share contained any provision about giving him back a quantity of land?—No; not to my recollection.
700. Do you swear positively that nothing of that nature took place between the Natives and Mr. Sutton in your presence?—Nothing of that nature took place in my presence.
701. Not in your hearing?—No.
702. Not in your knowledge?—No.

703. Even if Mr. Sutton made an agreement of that kind, it would not have been made without reference to yourself?—Certainly not.
704. And as far as you were concerned, if such an arrangement took place, you would have been deceived as to the nature of that arrangement?—I should.
- Mr. Sheehan* : Is the document relating to the 350 acres here?
- The Chairman* : It is.
705. *Mr. Sheehan.*] You know Mr. Sutton's handwriting, I presume?—Yes.
706. Look at that document, Mr. Worgan [document produced]?—I should say that that was Mr. Sutton's handwriting.
707. Do you see the date of the memorandum?—Yes; it is dated the "31st August, 1870."
708. Was that on or about the time you received the signature to this deed?—I could not tell you the date of the transaction.
709. But your diary would show?—Yes, it would. I should say that that was Mr. Sutton's handwriting.
710. Would you read the memorandum, please?—[Memorandum read as follows: "In consideration of Paora Nonoi having executed a conveyance of Awa-te-Atua Block, I agree to a reserve of 350 acres being made.—F. SUTTON. 31st August, 1870.—GEO. DAVIE."]*
711. That is the block to the conveyance of which you obtained the signature of Paora Nonoi?—I cannot say anything about that.
712. Is it not the Awa-o-te-Atua Block?—Yes.
713. And, as far as you are aware, the terms of that document form part of the consideration?—No.
714. Throughout the whole of the negotiation, that forms no part of the consideration?—It does not.
715. If you knew this was a promise to be part of the consideration, you would have interpreted it to the Natives?—Yes.
716. And if you knew it, it should have been interpreted to the Natives. Is not that so?—I should certainly have made it known to the Natives.
717. I presume, Mr. Worgan, that your memory would be refreshed by the sight of the conveyance itself?—Yes.
718. Could you then give us further information?—Yes.
719. You were required by law to execute a declaration on the back of the deed?—Yes.
720. And that declaration specified the particular signature obtained by you, and the particular time, and the particular place?—Yes.
721. If you made a declaration on the back of the deed, and saw it, you could be able to say when and where you obtained that signature?—Undoubtedly.
722. You know Rora Poneke?—I do.
723. And her sister?—Well, I suppose I do.
724. You know Nikera, of course?—Yes; I think I do.
725. Did I understand you to say that you did not see Rora or her sister when you obtained Paora's signature?—I have no recollection of seeing them.
726. If she says that you got her to sign the Awa-o-te-Atua deed: if she states that you got her, on one of those occasions, to sign the Awa-o-te-Atua deed, will you say that that is incorrect?—I should not be prepared to say that it is incorrect. I am speaking in this way—my memory is necessarily very weak on the subject. It would be revived very materially by my looking over my diary.
727. If she swore that on that occasion you paid her a sum of money, would you say that that would be incorrect?—No; I should not. I have paid Rora great sums of money several times.
728. If she swore that the deed you got her to sign was Te Awa-o-te-Atua Block, will you say that statement is incorrect?—No; certainly not.
729. If she swore that you got her to attach Paora Nonoi's signature, will you swear that that is incorrect?—Yes.
730. Even though it was attached as his mark?—No; I would not swear that. I believe that he always signed his name.
731. I have no desire to put you into a hole. You say Paora wrote a very good signature; now if the deed is produced, with his mark attached, will you deny the accuracy?—I think I have already pretty well stated that I should not be prepared to swear.
732. In the absence of your papers and diary you cannot say that that statement is incorrect?—My impression is that he signed his own name.
733. But you have sworn positively that he had signed his own name, and that he had a very good signature?—So he had—a good signature.
734. If Rora swears that the occasion of the signing of the deed was when you and Mr. Sutton went to Paora's pa, and that she put a mark for Paora, will you undertake to swear that that statement is incorrect?—Well, it is almost asking me to tax my memory to too great an extent.
735. Well, of course I do not wish to press you, in the absence of the deed?—I should like to see the deed.
736. You are not prepared to deny the fact that you might have paid money when you were there with Mr. Sutton?—Very likely.
737. Could you not remember—just try if you could remember—By the way, was it on your return from Patangata that you first visited bridge pa?—I could not say.
738. Could you not remember now who it was who attested the deed when you obtained Paora's signature?—The Native who attested it.
739. I will mention circumstances that might remind you?—Yes.
740. Probably you travelled alone?—I do not think I did; but I will not say that I did not travel alone.

* The words "George Davie" were written across the document.

Mr. Worgan.
20th Nov., 1879.

741. You will not say that Mr. Sutton was not with you?—No.
742. You cannot say now who witnessed the deed; you could not say if it was a European or a Maori?—I cannot remember. Let me see! No; I do not remember.
743. Can you remember the precise year this thing happened?—Not with any degree of certainty, beyond the fact that it took place in 1869 or 1870.
744. Do you remember when Paora died?—Yes. He died not very long afterwards.
745. Just recollect now, was he not alive in 1873?—[No reply.]
746. Do you not remember the Hawke's Bay Alienation Commission, when some of them went out and took his evidence, just before he died?—Yes; I believe that was done.

Mr. Cornford.
21st Nov., 1879.

FRIDAY, 21ST NOVEMBER, 1879.

HENRY ARTHUR CORNFORD sworn and examined.

747. *The Chairman.*] What is your name?—Henry Arthur Cornford.
748. Have you seen the petition of George Davie, or do you know the purport of it?—I have had only a slight sketch of it furnished to me verbally. I am told that it brings charges of forgery against Mr. Sutton and Worgan.
749. Who supplied you with information?—I really cannot say. The matter is public talk.
750. Would you like to see the petition before giving your evidence?—With leave of the Committee, I should like to see the petition prior to giving evidence.
751. [Petition handed to witness.] Have you read the petition?—I have.
752. Can you give the Committee any information with reference to the subject-matter of the petition, from your own personal knowledge?—The subject-matter of the petition—the allegations contained in it—I know nothing about, as I was not in Napier until 1873; but, with regard to one conversation with Rora Nonoi, that conversation did not at all bear out the allegations contained in the petition.
753. Was that conversation in 1873?—No; it was in 1877. I had that conversation with Rora Nonoi, through an interpreter.
754. Do you, then, not wish to make a statement with reference to the subject-matter of the petition?—I have only to say that, with regard to a promise of a reserve to the Natives, I believe that such a promise was made, but the matter remained in abeyance until Watt and Farmer's title was perfected.
755. I might say that it is customary to allow witnesses to make a statement, or, if they prefer it, to be questioned by members of the Committee?—I cannot, of course, make any statement in respect to the allegations contained in the petition concerning Paora's signature, as I was not in Napier at the time.
756. It is my duty to inform you that it has been stated that yourself, Mr. Sutton, and Mr. Josiah Pratt Hamlin on one occasion induced—"entrapped" was the word used—Rora Nonoi into an office, to get her to stop any proceedings in the Courts against Mr. Sutton in reference to this matter. It is, of course, right that you should have an opportunity of refuting or denying such evidence. If you desire to make any statement to the Committee you can do so.—Do I understand that I am a party charged with having attempted to induce her to withdraw proceedings?
757. [Mr. Rees's evidence relating to the point raised was read over.] You have now heard the evidence against you. Would you like to make any statement in reply?—The charge against me is untrue. With permission of the Committee I will state what did happen. An action was pending against Mr. Sutton, and I was concerned for the defence. I have in my pocket the pleadings of the action. The pleadings of the plaintiff's solicitor were delivered some time in the year 1877; the writ bears the date of the "1st April, 1877." This is a copy of the pleadings when the demurrer was set down for argument. The declaration claimed £7,000 damages for breach of agreement to set aside a reserve. I think I had better state that the gist of the action was this: It was alleged that Paora Nonoi had signed a conveyance under a certain promise, which promise had never been fulfilled; and for breach of that promise damages were claimed. After the action had been pending a little time—I think after I delivered the demurrer—I was sitting in my office one morning, I think about the 5th July—I made a memorandum at the time—1877. I think it was about 11 o'clock in the morning. The office door was opened, which leads into a passage. At the end of the passage, at that time, was Mr. J. P. Hamlin's office. Mr. Sutton came in at the door. On entering, he said, "Here is Rora;" and I said, "Indeed, what does she want," or words to that effect. I have a pretty good recollection of the occurrence of that morning. Mr. Sutton said, "She has been speaking about this action;" and I said, "What has she been saying about it?" He said, "Will you see her?" I said, "If she cares to come in, I will." I believe that at that time she was standing at the door. He put his head out of the door and called her. They commenced to talk. I think I said, "It is no use having her here, unless we have an interpreter." I think Mr. J. P. Hamlin was down in his office at that minute. I know that he came in, or we brought him in, very soon after. I put two or three questions to her about the conveyance to Watt and Farmer. She made answers. The drift of my interrogation was not intended to assist me to plead—because I had already delivered my demurrer—so much as to know whether, in her understanding, there was any right of action remaining after that settlement—whether the settlement with Watt and Farmer did not wipe out any right of action whatever against Mr. Sutton. I do not suppose that I asked her more than seven or eight questions. I was satisfied with her answers. I said, "Have you any objection to putting them in writing." She said she had not. I recapitulated what I had asked her, and her answers to my questions. Mr. Hamlin wrote them down while I was looking on. He asked her, as far as I understand Maori, if that was right. She nodded and said "Aye," but she wanted some money. I laughed. I said I was not buying anything from her; she could sign or not, as she pleased. She pressed hard for some money. Mr. Sutton said, "Will you pay her anything." I said, "Certainly not." She asked for "*e rima hereni*;" and I said, "Not a sixpence." She left, and said I was no good not to give her money. She turned round and left the room. The

door had not been locked while she was there; no violence had been exhibited. She was not coaxed for hours. I doubt if the whole conversation occupied fifteen minutes. This is what Mr. J. P. Hamlin wrote, and what I heard him read to her. [Document produced and interpreted.] There is my pencil memorandum of what she said on the edge. *Mr. Cornford.*
21st Nov., 1879.

758. Is the interpretation of the document as now given in accordance with the interpretation as understood by you at the time it was written?—The only thing that I do not remember is the term “hereby declare.”

759. That may be technical objection?—I am quite satisfied with the translation.

760. Can you inform me whether Wi Rangirangi was a relation of Paora Nonoi?—No, I cannot.

761. Then I suppose that the fact of his having signed the document cannot virtually be taken as the signature of Paora Nonoi?—Wi Rangirangi signed as the husband of Rora, Rora joining in to pass any interest she might have from Paora.

762. Do you know whether Rora Nonoi joined, or if there was a power of attorney empowering any one on behalf of Paora to sign deeds of lease and conveyance?—They would not need that, as after his death his daughter would be his representative at law. I am not aware that Paora gave any authority to sign.

763. Supposing there was any document such as a will in existence, would it be right for his daughter or son, if he had one, to execute a deed of conveyance?—I could not say that it would.

764. As a professional gentleman, would you consider it right, in the case of a man having a grown-up family, and after having made his will and appointed his executors upon his death, for any member of that family, his son or daughter, to sign deeds of sale?—Not to the detriment of the other people; but it might be that the son or daughter signing held an equitable interest under the will. Possibly the property may have been devised for the benefit of the party signing.

765. Do you know if Paora Nonoi had made a will?—I believe he did.

766. Do you know who was appointed executor under that will?—If I recollect rightly the will gave the property to Davie for the benefit of Rora.

767. Are you aware whether this Paora Nonoi could sign his name, or write?—I do not recollect the man.

768. You did not know the man. Have you ever seen the will?—I have seen what purported to be the will.

769. Have you any doubt about it being his last will and testament?—Not the slightest. There was a statutory declaration on the back of the will by Mr. Martyn Hamlin, who was the interpreter.

770. You believe that that declaration is true, and that Paora Nonoi could not sign his name?—How do you mean that he could not?

771. That he was not sufficiently educated to know how to write.—I do not know whether he signed or made his mark. [Document produced.] It certainly appears as if he could not write, but I have understood that Maoris when they can write oftentimes prefer to make their mark.

772. Have you had any acquaintance with Mr. Martyn Hamlin?—I knew him very well.

773. Do you think he would allow a person who could sign his name to make his mark to an important document?—He might do so, well. A man is not bound to sign his name. He can make a mark, if he chooses.

774. Is that customary?—I believe it is frequently done by the Natives.

775. When they can sign their names?—Yes.

776. Within your own personal knowledge?—Yes, I think I can say that; but I should not like to take a signature by mark if the party could write. If he could write, I should certainly press him to write.

777. Has Rora at any time informed you that she signed a deed conveying to Mr. Sutton?—To Mr. Sutton?

778. Te Awa-o-te-Atua Block?—No; I do not think she has.

779. Then what idea are we to have with reference to the document you have just handed in?—That referred not to a conveyance to Mr. Sutton, but to a deed confirming the sale of the whole block to Watt and Farmer.

780. Are you aware whether, at the time she signed that deed, her attention was drawn to the reserve promised to her deceased father during his lifetime?—Not that I know of.

781. Was that promise brought to her mind at the time?—I was not a party to the settlement.

782. I am not asking you if you were a party to the settlement. I am asking if that promise for the reserve was made clear to her—I mean the reserve for 350 acres—at the time of the deed to Watt and Farmer: that by signing that deed she in no way vitiated that promise?—I do not remember any conversation about the 350 acres specially.

783. Then can you give the Committee any information as to how this document was signed?—Do you mean if I can explain the difference between her story and mine?

784. No; I do not think that is possible. Can you give the reasons that led up to that conversation in your office?—I was under the impression that the settlement was made by Mr. Sheehan. I think Mr. Whitaker was in partnership with him at the time the settlement with Watt and Farmer was come to. They were, of course, in a manner bound, as professional men, to make known to Watt and Farmer, who paid a large sum in having their title perfected, the position as to the promised reserve. I had, of course, imagined that this 350 acres would have been spoken of and discussed among the terms of settlement. It was to ascertain whether she had any action in reserve against Mr. Sutton that I asked Rora those questions, or whether she thought that the deed she had signed did not dispose of all her estate and interest in the block. I assumed that she knew of this 350 acres.

785. Then the Committee is to understand that this reserve of 350 acres had been fairly and legitimately made?—Yes. It was long before my time in Hawke's Bay. There was no secret about it.

786. You believe that the promise had been made. Are you aware if that promise has ever been satisfied?—As far as I know, 350 acres by themselves have never been conveyed to Rora Nonoi; but I

Mr. Cornford. understood the whole question was settled by the deed of confirmation to Watt and Farmer. It was understood then that on the execution of that deed Watt and Farmer's title was completely validated. That settled the whole thing, and wiped out this 350-acre business.

21st Nov., 1879.

787. In wiping out this 350-acre business, was any sum stated?—I was not present.
788. Are you aware if any sum has been paid in lieu of these 350 acres?—I am not.
789. *Sir G. Grey.*] I would ask you who was the plaintiff in the proceedings you allude to?—*Wi Rangirangi* and his alleged wife, *Rora Nonoi*. I have handed in the papers.
790. This *Rora Nonoi* was the plaintiff?—Yes.
791. Were you *Mr. Sutton's* solicitor?—In that action.
792. Then who represented *Rora*. Was no solicitor present on her behalf when the conversation took place?—None except myself.
793. Is it usual to get the plaintiff in an action allured into a room of the defendant's solicitor to sign a document of this kind?—If I had used any inducement or attempted to decoy her it would have been wrong; but if the plaintiff comes voluntarily into my office I am not going to refuse to hear her.
794. Did the plaintiff make this statement?—Yes; she came to talk.
795. Was she told that her words were taken down?—Yes.
796. I see that there is an indorsement on this paper [indorsement read]?—That is my handwriting.
797. Did you tell her you had written this on it?—I do not think I wrote it until after she went from the office. It was written to refresh my memory.
798. You did not tell her that she said it was all true?—She told the interpreter so.
799. You said just now that this was her statement?—Her answers to the questions put. It was her voluntary statement. I wish now that I had taken it down word for word, question and answer. These are only her answers.
800. But that is hardly consistent with this expression: "She says that is quite true." That produces on my mind the impression that some one had read this statement to her?—I think I have just explained to you that, as *Mr. Hamlin* interpreted, I jotted down her answers from *Mr. Hamlin's* interpretation.
801. She was questioned?—Six or seven questions were put.
802. Did you warn her that her answers were taken down?—When *Mr. Sutton* said, "*Rora* is here," I assumed that it was about the action she came. There was a most absolute ingenuousness on her part. I certainly did not attempt to extract information from her against her will.
803. You knew that she was ignorant of law?—I would not like to say that. Some Maoris know a good deal of law. She certainly was not a cultivated, refined woman.
804. Would it not have been usual to ask the solicitor on the other side to attend?—I would not tell any person that I would not undertake to see him in my office unless he came accompanied by his solicitor.
805. Not with an ignorant plaintiff in an action?—I have taken no advantage of her ignorance.
806. She did not sign the paper?—She would have signed for five shillings.
807. Answer my question; she did not sign it?—No.
808. How do you know that she would have signed the paper for five shillings?—She put that price on her handwriting.
809. Do you think, she being afraid of *Mr. Sutton*, and being an ignorant person, that that was not some excuse?—What is the question?
810. Do you think a person afraid of another, under such circumstances would acquiesce rather than dare to refuse?—Very probably.
811. Is it usual to take a declaration in that way from a person?—It is not usual to take a declaration in that way. I did not know that the word "declare" occurred in it. It certainly would not have been taken as a statutory declaration.
812. Then, with regard to the questions—who put the questions to her?—I believe I put three or four, and *Mr. Sutton* put one or two.
813. And no warning was given her that her answers were being taken down?—She saw that I was taking them down.
814. Did you write them down in English?—As she talked I wrote her answers down on a scrap of paper.
815. How could she have known that they were her answers that you were writing down?—She could not have known; but I imagine that she saw what I was doing.
816. When this paper was written, was it read over to her?—Yes.
817. You distinctly questioned her as to whether it was all true or not?—*Mr. Hamlin* read it over to her. He asked her questions in Maori, which I understood to be, if it was right. She said, "Aye," and nodded her head.
818. Would it have been usual, if a person refused to sign a paper of this kind, to make a note to the effect that they admitted that it was all true, if the note was made?—I am pretty sure that the note was not made until she had left the office.
819. Do you not think it puts a person to a disadvantage to write a document of this kind, and, if he should refuse to sign it, to afterwards indorse upon it that he had admitted that it was all true?—I do not think so. If they have told the truth it is there.
820. You said that she asked for money?—Yes; before she would sign.
821. And you refused it?—Decidedly I did.
822. Was any offer of money made before you?—Not the slightest. It was never mentioned.
823. Do you know all the interpreter said to her?—I do not understand the Maori language.
824. Did you go to the solicitor on her side when this took place?—No.
825. Did you furnish him with a copy of this paper?—No.
826. Is that usual in the profession?—I do not see any right that he would have to it.
827. Did you tell her solicitor that she had been to you?—No.

828. Were the doors of your office shut at the time?—I am certain that the door was not locked. *Mr. Cornford.*
I believe it was open.
829. How many doors are there in the office?—One leads into the passage, and one into the clerk's room. 21st Nov., 2879.
830. The doors were not both shut?—I am almost certain that the door in the passage was open.
831. Then she had no friend or adviser with her?—I was not her enemy; but she had no one to advise her.
832. You were the solicitor of her opponent in the action?—Yes.
Sir G. Grey: That is all.
833. *Mr. Mohi Tawhai.*] Did the sale of the whole block take place after you asked Rora to sign the paper?—No; before.
834. You have stated in your evidence that you think the 350 acres were included in the whole block?—I understood the final sale settled the whole question.
835. Now, what reason had you for asking Rora to sign the document?—I asked her if she had any objection to doing so.
836. You say that Wi Rangirangi signed his name to the deed. For what piece of land did he sign his name?—He signed simply as Rora's husband. I do not know that he had a piece of land of his own.
837. Did he sign his name for the block that was purchased for the £17,500, or specially for the 350 acres?—He signed his name for the whole block, except for the reserve made by arrangement between the Natives and the purchasers. I believe an arrangement to that effect was made by the deed.
838. Was that the reserve you just mentioned, which Mr. Sutton was to give Paora Nonoi?—I thought it was in lieu of that.
839. *Mr. Seddon.*] Did you ever ask Davie to sign that deed, or the original deed, as executor under Paora Nonoi's will?—I had nothing to do with that deed.
840. To your knowledge, has he ever been asked to sign?—Of that I do not know.
841. Was this woman's husband aware of the conversation you had with her?—She might have told him. I am not aware. There was nothing to prevent her.
842. But he was the principal?—I think that she was the principal.
843. In an action brought by a man and his wife, is the wife regarded as the principal?—I think she was bringing the action in her own right, as she gave the ground for action. At any rate, Wi Rangirangi knew nothing about the affair, so far as I was aware.
844. *Colonel Trimble.*] In Mr. Rees's hearsay evidence that was given the other day it was stated that Rora's husband was outside the office door and attempted to get into the house during the interview. Is there any truth in that?—I am certain that it is not true.
845. Was there no attempt made to open the door?—No.
846. Had Rora any children in the office?—None, that I can recollect. It was a very quiet conversation altogether.
847. Are you sure the children were not in the room. Try and recollect?—I think I should remember. I am almost positive that she had no children with her. I think I would have remembered if she had had children with her. Maori children brought into an office would have been looking at everything, and wandering about the room. I am certain that she had no children with her at the time.
848. Was there noise outside?—No noise whatever.
849. Do you know when Paora's will was proved?—It has not been proved. It ought to have been proved long ago.
850. Did you have no legal knowledge of the will?—Yes. I knew of that will. Davie had left it in the hands of my then partner, Mr. Lee. That is all I know in reference to the will. Davie was away for a pretty long time. I think I am right in saying that Davie came back after the settlement with Messrs. Watt and Farmer, and then sprang the will.
851. Did you hear anything of the will previous to that settlement?—I had heard of it. I did not take any particular notice of it. I am sorry that it did not occur to me that the will was in existence. One does not, however, remember every document one sees. When Davie came back I heard Mr. Lee speak about the will, and then I thought that Watt and Farmer had not as good a title as they expected. It was after his return that I remembered about this will.
852. Do you know why he left the will with your partner?—No. Not for probate.
853. Not for probate?—Merely for safe custody. I think Davie says that he left it with me; but I believe it was left with Mr. Lee. Will you let me look at it? [Will handed to witness.] Yes, Mr. Lee's name is on the back of it. I see it is noted in the handwriting of his clerk, Ashton.
854. Do you know, from your own knowledge, that it was not left for probate?—If it had been, there would have been affidavits prepared to prove it. I am certain that it was not left for probate.
855. Are you quite sure that it was left for safe keeping only?—That is my recollection. I am perfectly certain that I had no instruction for probate.
856. There was some talk about Rora being afraid of Mr. Sutton. Did she seem afraid of Mr. Sutton during this interview?—No; she frequently laughed and smiled during the conversation, and seemed in no way alarmed.
857. Did Mr. Sutton bring her in by the arm?—No; he came in, and when he got inside he said, "Here's Rora," and I think I am right in saying that he put his head out of the door and beckoned to Rora to come.
858. You did not hear her resist in any way?—No.
859. She was not brought in by the arm?—No.
860. Did she exhibit any sign of alarm or terror, or seem to be under the slightest influence?—No; not the slightest.
861. Did she name any sum of money?—She coaxed, if I might use the expression. I said, "No, that would not do at all." The only sum of money mentioned was "*e rima hereni*." I know very little Maori.

Mr. Cornford.
21st Nov., 1879.

862. You are quite sure that it was five shillings she asked for. It was not five pounds, fifty pounds, or a hundred pounds?—Only five shillings.

863. It would not be true that she asked for a large sum of money to be given her?—No; she did not, in my office, hint at a large sum of money. I looked at the demand in the light of a *douceur*.

864. Did she say anything like this—that “If I sign that I shall have to get a large sum of money”?—No.

865. What did you think when she said “five shillings”?—I laughed at the small amount she placed upon her signature, and, if she had signed, I think it would have been more than it was worth.

866. You are quite certain about the five shillings?—I wrote on the document that she would not sign unless she were paid that sum.

867. Mr. Landon.] If there was a girl of about fifteen years of age, or less than that, in your office with her, and Rora told her to go out of the office as soon as the door of the office was opened, do you think you would be likely to remember that circumstance?—Of course I should, but there was nothing of the kind.

868. You say that, a Native dying, the land he was possessed of would revert to his heir?—By a succession order in the Native Land Court it would go to his heir.

869. Does not the Native Land Court make the order in favour of the surviving family?—That may be according to Native custom. I do not know the mode of procedure in the Native Land Court.

870. Is it not a rule that, in nine cases out of ten, the family would be put down as successors, instead of the son only?—Not that I am aware of. I have, in fact, known some cases in the Native Land Court where the father and mother stand out of the certificate in order to have the names of their children put in.

871. Do you understand Maori?—No; I know a word here and there.

872. Whatever question Mr. Sutton would put to Rora, you could not understand?—Except from Mr. Hamlin’s interpretation.

873. There was Mr. Hamlin, Mr. Sutton, yourself, and Rora—four of you—in the office?—Yes.

874. Mr. Rees.] Did you know that Davie was selected executor under the will?—I think the will says that Paora was indebted to Davie; and it was to protect that debt, and give Davie a chance of getting his money, that he was appointed executor.

875. Do you know whether he is executor, or holds a power of attorney for any other Natives?—Not to my knowledge.

876. Sir G. Grey.] Might I put one more question? You say that you do not know Maori?—I do not understand the language.

877. You say you heard her use the words, “*e rima hereni*.” How do you know that that was a demand on her part?—Because she looked, and nodded, and held out her hand.

878. You say that she would not sign without that. How do you know?—By her gestures. I might understand her saying, “*Kahore*,” or intimating her refusal to sign by her manner.

879. I do not see the connection. Supposing five shillings had been offered to her, and she were to say in a disdainful way, “Five shillings”?—No sum was at all offered to her.

880. Colonel Trimble.] You have heard the evidence given by Mr. Rees, that from five pounds up to ten and an hundred pounds were laid upon the table before her. Is there any foundation for that?—Not the slightest. There is not one grain of truth in it.

881. Mr. Rees.] Do you consider it professional to see another solicitor’s client in a case in which you are engaged for the defence?—If the person came voluntarily to me, I should have no objection.

882. Do you consider it professional?—I do not see that there is anything wrong in it.

883. Do you consider it professional? Will you answer my question?—Well, I could not say whether it was or was not.

884. Do you consider it professional—in accordance with the etiquette of the legal profession?—Yes. If I am offered a voluntary advantage, I think it is quite right to take it; but not to decoy, allure, or induce a person to make overtures. In justice to my client, every evidence that is fairly offered to me I should take.

885. Do you consider it in accordance with the etiquette of the profession to allow your client to bring another solicitor’s client into your office, and hold a private conversation in reference to a matter in issue?—If they both come voluntarily, I see no objection.

886. Did you ever hear of such a thing before?—No.

887. Did you ever know a solicitor of any reputation to do it?—I cannot tell you what goes on in other persons’ offices.

888. Will you be kind enough to answer my question? Do you know of any solicitor of reputation who did it?—Yes; I think I do.

889. Will you mention his name?—I would rather be excused. It touches other people’s private affairs.

890. Do you consider it professional to get an ignorant person, as in this case—a person of the Native race—brought into your office, you being the solicitor on the other side, and ask her questions in regard to the matter in issue, without her solicitor’s knowledge?—If you mean, was my conduct professional, I say it was.

891. I ask the question do you consider it professional?—I have answered the question.

892. Do you consider it professional—will you answer my question?—to allow your client to bring an ignorant person, a client of another solicitor, into your office, to ask questions in regard to a matter at issue and in dispute between them, and ask her to sign a document?—I have already answered that question, Mr. Chairman. I consider my conduct quite professional.

893. The Chairman.] I do not think that is quite an answer?—I think that, under all the circumstances, I acted quite professionally. I have already told Mr. Rees that I would not send for anybody to come to my office. She came of her own free will.

894. Mr. Rees.] I want an answer to my question. I have asked Mr. Cornford if he knows of

any other instance in which a solicitor has acted similarly?—I never knew an exactly parallel case. *Mr. Cornford.*
Parallel cases do not occur with such great rapidity. 21st Nov., 1879.

895. Have you ever known of a single instance where a solicitor has asked another's client to sign papers in relation to matters in dispute?—I cannot tax my memory. Possibly I may have done. I cannot recollect an instance at present.

896. *The Chairman.*] To the best of your recollection and belief, is it usual in the profession to do so? I think the question is an important one.—It is not usual for plaintiffs and defendants to meet; but I have known cases to have been settled in that way where parties were mutual friends or on good terms.

897. *Mr. Rees.*] Mr. Cornford stated that among the Maoris it was frequently the practice to make their mark, even when they know how to write.—I have heard of it sometimes.

898. Could you mention a single instance?—No; I cannot.

899. Does Mr. Cornford know that at the time of Watt's settlement, or about that time, these 350 acres had been promised by Mr. Sutton for Rora Nonoi?—Yes, I think so.

900. Does Mr. Cornford know whether Mr. Sutton ever made this reserve in accordance with his promise?—I am not aware of any reserve having been laid off.

901. Is Mr. Cornford aware that Mr. Sutton had sold the land without making any reserve whatever?—I believe no reserve was made in the deed.

902. I should like an answer?—I do not know whether all the land was sold right out or not. I do not know what passed between the vendor and the vendee.

903. *Colonel Trimble.*] Do I understand that you were the solicitor?—No; I was not the solicitor in the matter.

904. *Mr. Rees.*] Has Mr. Cornford ever heard of a case in which one solicitor has got another solicitor's client to sign papers secretly in the matter of an action pending between two persons?—Yes.

905. Will Mr. Cornford mention it?—I would rather be excused. I am not here to mention other people's private business. I submit to Mr. Chairman that this is not a proper question. [The Chairman ruled the question out of order, as the witness said it would necessitate his making known matters of a purely private nature in regard to other people's business.]

906. I understood Mr. Cornford to say that Rora Nonoi could see him writing?—Certainly.

907. Did she know that you were taking down what she was saying?—Yes, I think so. I did not ask her to watch me.

908. Does Mr. Cornford not know that Rora Nonoi does not know English?—I do not know that she does.

909. Has Mr. Cornford got the original writing?—That is in Mr. J. P. Hamlin's handwriting.

910. I would ask whether Rora Nonoi came in of her own accord to see Mr. Cornford, or whether Mr. Sutton brought her in?—Mr. Sutton called her in from the door.

911. Was it for the purpose of making use of her statement in the suit pending that he questioned Rora Nonoi?—Making use of her statement in the action?

912. Yes; in defence of the action?—I had no possible means of making use of it, and did not intend making use of it.

913. I would ask for an answer?—I think I said before that when Mr. Sutton said, "Rora is here to talk about the Awa-o-te-Atua Block," I was curious to know whether she understood that there was any reservation or right of action against Mr. Sutton. That was the reason I put these questions; but her statement, as far as I can see, would not have affected the action. Either the estate did pass or it did not.

914. Does Mr. Cornford state that he did not ask these questions for the action?—For the pleadings?

915. For making a defence of the action?—I do not exactly follow you. I certainly wanted to know what agreement had been made on the settlement with Watt and Farmer.

916. I want to know if Mr. Cornford questioned Rora Nonoi for the purpose of making a defence to the action?—I may say that no such idea was in my mind. The defence was a matter of law.

917. Then I would ask for what purpose did you speak to or question Rora Nonoi?—It was more to satisfy Mr. Sutton and to please him, than myself. I was perfectly satisfied with the pleading. In looking over the paper containing the answers I see there was nothing very important in it.

918. Did Mr. Cornford have any consultation with Mr. Sutton before putting questions to Rora?—None whatever—not with regard to Rora.

919. Then, how was it for the purpose of pleasing Mr. Sutton?—Clients expect their solicitors to show some interest in their affairs.

920. If Mr. Cornford had not been talking with Mr. Sutton previously, how is it that he began to question Rora?—Mr. Sutton brought her there. I saw that I was expected to ask her something. I was curious to know if she understood that there was an action in reserve. I did not want her to come to the office, nor would I have sent for her.

921. How was it that the conversation turned on this matter?—It was the only thing to talk about.

922. Was it to please Mr. Sutton that Rora was asked to sign these answers?—No. I asked if she had any objection to sign. When I say, "please," I would wish to withdraw that expression. I asked two or three questions about the settlement.

923. Then it was not to please him?—Not in the sense you imply. He was not a child, that I should dangle inducements before him to make him smile.

924. What was the object of the questions at all?—To ascertain whether the reserves in the deed had been settled, or whether the right of action was kept open in any way—if, indeed, she had a right of action.

925. Then, did Rora Nonoi allow that all the claims were satisfied by the settlement?—So I understood from the writing.

Mr. Cornford.
21st Nov., 1879.

926. Now, I ask Mr. Cornford, whether it was not for the object of getting a statement from Rora that all the claims were satisfied, and that no outstanding claims existed against Mr. Sutton, that he took down the statement in writing and wanted her to sign it?—I had no such idea at the time.

927. I ask, on your oath, if that was your object?—I had no such object. I had pleaded a legal defence to the action at the time this was done. I believe if you will allow me to look at the paper [record of pleading referred to handed to witness], I can show. I was satisfied with that paper contained in the demurrer-book.

928. Then, Mr. Chairman, although Rora's answers could have been used in evidence against her, especially if she had signed them, Mr. Cornford had no such object in his mind when he questioned her and got her answers?—You said, to plead as a defence to the action. I asked her to sign it to refresh her memory. She had no objection to sign it.

929. Then, was that the object—to use it at the trial?—I will say at once that I had no definite object in my mind when I put those questions to her. I had no preconceived plan in my mind to make use of her answers.

930. Then is the Committee, Mr. Chairman, to understand that, when Mr. Cornford got these questions and declaration interpreted, he had no definite plan in his mind?—No.

931. Or that they were to be used at all?—I do not see any use in them myself. The document was valueless as far as I am concerned, except to show me what she said.

932. Will you answer my question?—I attached no importance to the conversation at the time—I mean to the answers that she made. I did not see that they had any special value. I had no object to serve in using these answers. If I had wished to make a settlement of the action, I would have gone about it in a very different manner.

933. *The Chairman.*] Although you questioned Rora, it was not with the intention of withdrawing the case?—Certainly not.

934. If a statement of that kind—that is, that the object was to have the case withdrawn—were made to this Committee, it would be false?—Yes, it would be false.

935. *Mr. Rees.*] Mr. Cornford did not get this document to use, if necessary, at the trial?—I she told a different story I would certainly have used the document then.

936. I ask this question, Mr. Chairman: Whether this statement was or was not to be signed with the object of being used against her, if necessary, at the trial?—If she made a different statement at the trial I would have used it.

937. That is, if she made a different statement in Court, you would have produced the document?—The document had no value for the purpose of pleading a defence.

938. Because she did not sign it?—No; even if she signed it.

939. Or even if she had a claim outstanding against Mr. Sutton?—Yes.

940. I would ask, Mr. Cornford, if anybody has stated or hinted to the Committee that this person, Rora, has sworn that she has not authorized me to act in her behalf—if any person has stated or sworn that, or that my authority has been recalled, is the statement true?—Not to my knowledge. I know nothing at all about it. I never heard her say so.

941. *The Chairman.*] Rora has made no statement to that effect in your office?—No; she has never had any occasion to do so.

942. *Mr. Rees.*] Is Mr. Cornford aware, from Mr. Sutton, that a paper-writing exists in Mr. Sutton's handwriting, promising 350 acres to Paora Nono?—At what time?

943. At any time prior to this examination?—Yes.

944. Are you aware that Mr. Sutton signed such a paper?—Mr. Sutton told me a long time ago of the existence of such a document.

945. Signed by himself?—I understood so.

946. Supposing any one states this to the Committee [quoting from page 33 of Mr. Rees's evidence, beginning, "That Rora has sworn," &c.], is that correct?—As far as my knowledge goes she has never done so.

947. *Mr. Sutton.*] I would like to ask one question. Do you remember whether that paper was written by Mr. Hamlin while Rora made her statement at the table?—I think it was written after she made the statement, from my pencil minute. He turned the purport of my pencil minute into that, and then read it over to Rora.

948. Read it to Rora?—Yes.

949. *Sir G. Grey.*] Did you ask Rora whether she came to you voluntarily, without being induced to do so?—No, I did not. She seemed to be a free agent.

950. Was her husband joined with her in the action?—Yes. But I was given to understand that Wi Rangirangi is not her legitimate husband.

951. But he was joined with her as plaintiff?—Yes.

952. Did you ask her whether he knew that she was with you?—No.

953. If you had offered her money or given her money to sign this paper, would that have been wrong, as a solicitor?—I should think that it would be extremely wrong.

954. Where is the paper? I would just ask Mr. Cornford to read that note at the side, as it is rather illegible.—The pencil note? [Pencil note as follows:—"July 5, 1877. She has heard all this; she says it is quite true, but she won't sign without money—e rima hereni."]

955. Could you interpret into Maori to us the document?—No, I could not.

956. How do you know Rora said it was true?—Because Mr. Hamlin read it through. I had to rely on an interpreter.

957. Would it not have been better to have an interpretation on this?—It did not occur to me.

958. Have you your original notes?—I have not.

959. *Colonel Trimble.*] Have you any personal knowledge of the promise or bargain between Messrs. Sutton and Watt?—Not personal knowledge.

960. Had the pleadings been made before Rora called?—I think so. [Papers referred to.] The pleadings had been delivered nearly two months.

961. Will you state the day?—The 12th May, 1877.

962. And the date of the interview?—The 5th July.

963. Previous to this interview with Rora, or on any previous day, did you have any conversation with Mr. Sutton about bringing Rora to your office or to any other place?—I had not the slightest conversation of the kind.

964. Have you ever given him to understand that it was an advantage for him to do so?—Never.

965. Had you any conversation about a compromise of the action?—None whatever.

966. You say that you had not any conversation about bringing Rora to this office. I want to make myself clear as possible as to whether there is anything kept behind?—I had never asked Mr. Sutton to bring Rora, and had never thought of such a thing.

967. Then the Committee is to thoroughly understand that there has been no attempt to get Rora to withdraw proceedings?—There has not been the slightest attempt.

968. Any statement of a contrary nature is untrue?—Absolutely false.

969. Is that plea in law, leaving it open afterwards to plead upon the facts?—Yes; it is a plea in law.

970. And if that was decided, the matter of fact would not be decided?—I did not apprehend that matters of fact would arise in that action. I apprehended another action at the suit of Davie.

671. *The Chairman.*] Will you leave the document with the Committee?—Yes. The Committee will see that the statement in that action was very different from the statement in the petition. In the action it was admitted that Paora signed the deed. In the petition it is alleged that it was forged.

972. *Colonel Trimble.*] Have you had any other interviews with Rora, at any other time?—She was never in my office before or after.

973. The Committee understand that she was only in your office once?—Yes.

974. And she had no children with her?—No; nor, to the best of my recollection, Natives of any kind. I only remember Rora. I feel perfectly sure I am right. There might have been one small child. I believe that there was only Rora, Mr. Hamlin, Mr. Sutton, and myself in the office.

MONDAY, 24TH NOVEMBER, 1879.

Mr. J. P. HAMLIN sworn and examined.

975. *The Chairman.*] Do you know the purport of a petition sent to Parliament by George Davie?—No, I am not aware of it.

976. [Petition read.] Having now heard the petition read, can you give the Committee any information respecting the subject-matter of it?—None whatever. The petition refers to what took place before my time in Hawke's Bay Province.

977. Do you remember on any occasion being in Mr. Cornford's office when Mr. Sutton brought a woman called Rora Nonoi or Poneke into the office?—I do.

978. Was she brought there in any forcible or unfair way?—No; she walked into my office, which was under the same roof as Mr. Cornford's. Rora came in along with Mr. Sutton. I was sitting at my table at the time. She accompanied Mr. Sutton in.

979. Can you inform the Committee the object of Rora's visit?—As far as I can remember, she came into my office along with Mr. Sutton. Mr. Sutton told me that Rora had told him that she had never authorized Mr. Rees to bring any action against him (Mr. Sutton)—referring to some action in which a writ had been issued by Mr. Rees against Mr. Sutton.

980. Was that all the conversation that took place?—That was all the conversation about that. The conversation then turned upon some reserves that she was entitled to. I asked her one or two questions, when Mr. Cornford came into my office.

981. Have you any further statement to make?—I asked Rora some questions. I forget exactly what they were. They referred, however, to some reserves. Mr. Cornford asked me to write this document out into Native, which I did. After it was written out I read it over to Rora, and asked her if it was correct. She replied that every word of it was perfectly true. I then handed her the document which I had written in Maori, and told her to sign it, seeing that she said it was all quite true. Rora replied by saying, "I want to be paid for signing my name." I interpreted what Rora said to Mr. Cornford and Mr. Sutton, and Mr. Cornford replied by saying that he would not allow a single sixpence to be paid to her; and he turned to Mr. Sutton and made the same remark. There is one remark I missed. When I asked Rora to sign this paper, I asked her why did she expect payment for signing the document, when she said it was perfectly correct. She said that it was the law that the Natives should be paid for signing their names. I told her that I was not aware of any law that said they should be paid for signing their names. She then said that myself and others had concealed this from her; and that Mr. Henry Russell and Mr. Sheehan had enlightened them on the point, and that the Natives were entitled to payment for signing their names. As far as I can recollect, that was all that took place in my office. Rora got up, and nothing more transpired.

982. Were the questions asked of Rora, either by Mr. Sutton, yourself, or Mr. Cornford, taken down at the time?—I believe that Mr. Cornford took down the questions at the time. I do not remember taking them down. I wrote the translation afterwards, and handed it to Rora to sign, as I have already stated.

983. Was there any request made to Rora to withdraw the action, or any sum of money offered her to do so?—Not a single farthing-piece; on the contrary, when she asked for money Mr. Cornford said that he would not allow the request to be entertained of paying her even a single farthing-piece.

984. Is the Committee to understand that Rora came into your office with a view of consulting you about the case, or the alleged promise of 350 acres?—I believe that Mr. Sutton met Rora outside the office. They came together into my office, as I have already said. I believe it was with regard to the reserves that they came. Rora told me that she had never authorized the action to be brought by Mr. Rees against Mr. Sutton.

Mr. Hamlin.
24th Nov., 1879.

985. Did she come voluntarily into your office, for the purpose of having the paper prepared for stopping the action?—She came voluntarily; she walked into my office.

986. Did she go of her own accord to make the request?—As far I am aware.

987. She voluntarily requested that the action that had been commenced should be stopped?—She said that she never gave Mr. Rees any authority to bring this action against Mr. Sutton.

988. Were there any children in the office—any of her own children?—I believe that she had a child with her. I think she had.

989. Had she not two children with her between the ages of eight and sixteen? Of course we are not positive as to their ages?—To the best of my belief, no. I think she had a little girl or boy with her.

990. Was she allowed to go in and out just as she pleased?—Certainly.

991. Was there no attempt to stop her?—Not the slightest.

992. Were any doors locked?—No.

993. Were they closed?—They were shut-to, as is generally the case when people come in on business. The outside door was wide open.

994. Is the Committee to understand that, if she desired to leave the office, she could have done so?—Without doubt she was at perfect liberty to do so. There was not the slightest restraint to keep her in the office.

995. Was there no inducement offered her to stop the action?—I swear most positively that there was not.

996. You say that Mr. Sutton told you that Rora had told him that she had never given Mr. Rees any authority to bring the action?—Yes.

997. Who told you?—Mr. Sutton, when he came into my office. It appeared to me that Mr. Sutton and Rora had had some conversation outside the office on the subject, judging from this remark.

998. Did you ask Rora whether or not she had stated so to Mr. Sutton?—I did; and she said, in reply, that she had never authorized Mr. Rees to bring the action.

999. Did you enter that in the paper?—I really cannot remember whether I did or not. In the translation?

1000. Yes, in the translation that you read out?—I cannot remember whether I did or not.

1001. Do you know the extent of the reserve Rora claims?—I cannot say that I remember the extent that was mentioned, because it was a matter that I had nothing to do with. I cannot say that I do remember positively the extent of the reserve she claimed.

1002. Did Mr. Sutton tell you he promised any reserve?—I do not remember his telling me so.

1003. Have you seen this paper? [Document in the Maori language produced and handed to witness.]—This is my handwriting.

1004. Is that the paper you wrote at the time Rora came to your office?—I believe it to be the very document.

1005. Will you read it through?—Yes. This is the document. I wrote it at the time.

1006. Is there any mention there of Rora having stated that she had not authorized Mr. Rees to bring the action against Mr. Sutton?—Mr. Rees's name is not mentioned here. The document only says that she thought that all the troubles with regard to that land were at an end.

1007. *Sir G. Grey.*] Would you translate the whole document to us?—I translate the document as follows: "I, Rora Nonoi state I have signed my name to the deed of sale of my share of the block of land, Te Awa-o-te-Atua, to Watt and Farmer, and I am clear about the reserves that were portioned off for the Natives in that block; and I believe that Wi Rangirangi has signed his name to that document. I have no claim to any other piece in Te Awa-o-te-Atua, with the exception of the reserve which is mentioned in that document. That document is a complete—or, it completes the purchase—puts an end to all disputes to that block, Te Awa-o-te-Atua. At the time I signed my name to the deed of purchase I thought that all disputes were at an end, and all lawsuits with regard to that land were clear to me."

1008. There is nothing there mentioning that she gave Mr. Rees no authority?—No; there is nothing to that effect in this document. I mentioned that after the first few words of conversation it turned to this matter with reference to the reserves.

1009. Who made the statement in the beginning?—As far as I remember, Mr. Sutton. Mr. Sutton, when he came into the office, said to me that Rora had told him that she had not authorized Mr. Rees to bring any action against him. I asked Rora if she had said so, and she did not deny it.

1010. *Mr. Tomoana.*] You say that Rora and Mr. Sutton went to your office?—Yes.

1010A. What did they go for?—They came there with regard to the matter of these reserves—that is, so far as I can remember, the reserves in the Awa-o-te-Atua Block.

1011. In what sale were the reserves?—In the sale to Watt and Farmer.

1012. Is that when the land was sold to Watt and Farmer?—Yes, I believe so.

1013. It was not about the reserve when the block was sold to Mr. Sutton?—Not that I remember. This is what took place, as stated in the paper which I wrote. I did not think that there was anything else. Here is the document written in Maori.

1014. The document refers to the sale of the land to Mr. Sutton; not to the subsequent sale to Watt and Farmer?—Well, it must have been with regard to this case. Here is the document in Maori, which I asked Rora to sign, and she refused to do so unless she were paid. She demanded money for signing. She acknowledged that all this in the paper was perfectly correct, but said that she had been told that the law was, that for signing her name to any document she should be paid, and I refused to pay.

1015. Then, why Rora went to your office was, to tell you that she had given no authority to Mr. Rees to take action against Mr. Sutton?—I do not, of course, know what the reason of her coming was. As I have already stated, she came into my office, and in the conversation that took place she said that she had never authorized Mr. Rees to take action, and this is the document I wrote there at the time.

1016. Why did not Rora sign her name to the document, and acknowledge that she had given no authority to Mr. Rees to proceed with the action?—She wanted to be paid for signing it. Mr. Cornford said that he would not allow a single sixpence to be paid.

1017. Was that the sole reason Rora gave for not signing?—Yes; she said that the law was, that she should be paid for signing her name, and she wanted to be paid. She admitted that everything in the paper was true.

1018. Consequently she did not sign?—She would not sign because she did not get paid to sign.

1019. After she refused to sign without getting paid, she was told to go outside?—I told her that she would not get a single sixpence for signing. She said, "Oh, well! that will do," and walked out at her leisure.

1020. While she was sitting in the office, was the door open or closed?—The door was just shut. It was not locked.

1021. Was it because some one else opened the door that Rora managed to get out?—I never left my seat at the centre of the table. She was sitting at the end towards the door. She got up, and, in the usual way, turning round, she said, "*E noho*," and walked out.

1022. *Mr. Mohi Tawhai.*] Who wished her to sign her name to the paper? Did she herself wish to do so, or some one else wish her to do it?—It was Mr. Sutton, I presume.

1023. And Rora stated that, if Mr. Sutton would pay her for her signature, she would sign the document?—Yes.

1024. Rora would have signed that document if she had been given any money?—I expect so.

1025. *Mr. Landon.*] You have some experience in Natives transferring their land in the Native Land Court?—I have.

1026. In case of a Native dying, would the property go to the brother, or to whom?—It would go to the next of kin. In case of parents dying, the whole of the surviving family would succeed.

1027. Just the same as if it were a European title?—It is done according to Maori custom. In case of a father or mother dying, the family are appointed successors to the property.

1028. The property would not go to the brother or sister, as the case might be?—No; it would not.

1029. *Colonel Trimble.*] Suppose it were said that five pounds were set down on the table for the signature to that document, would that be true? If some one asserted that you, or Mr. Sutton, or Mr. Cornford had done so, would it be true?—It would be a deliberate falsehood.

1030. If it were said that ten pounds, or twenty, or thirty?—Utterly false.

1031. Or a hundred pounds?—It would be utterly false. Not a single farthing-piece was offered.

1032. Was there a knock at the door about the end of the interview?—I do not remember.

1033. Did you notice whether the woman's husband was outside?—I do not think he was. I did not notice him outside.

1034. But no one attempted to get into the office?—No.

1035. Would there have been any difficulty in her husband getting in?—I should have gone to the door if I heard a knock.

1036. Did you hear no knock?—To the best of my belief I did not. The door was simply closed.

1037. During the time the woman was in the office, did she rise up to attempt to go to the door at any time before leaving?—No. I sat about the centre of the table, and she was at the other end, near the door. When she found that she could get no money she got up, said "*E noho*," and went away.

1038. Did you, or Mr. Cornford, or Mr. Sutton use any violence toward her?—None whatever.

1039. Did you, or Mr. Cornford, or Mr. Sutton try and persuade her to remain in the room?—No. Rora sat in the room until I had finished writing out the document. I then read it over to her, when she said, "*He tika katou nga kupu o tena pukapuka*" ("The statement in the document is all quite true"). I then said, "Well, if it is quite true, sign it." She turned round and said, "I must be paid before I sign it." Mr. Cornford said, "I will not allow a single sixpence to be paid." No one interfered with her. She got up and went out of the room. Any one who says that there was any restraint used towards her tells a most deliberate falsehood.

1040. *Mr. Ormond.*] Did you say that there was any other European present at the interview besides Mr. Sutton, Mr. Cornford, and yourself?—No. There was Rora and a little boy or girl, two or three years of age—one of her own children, I believe.

1041. Did Rora name any sum that she wanted for signing her name?—No. She said it was the law that she should be paid for signing her name.

1042. What did she mean by saying that Mr. Sheehan and Mr. Russell had enlightened them with regard to that?—The Natives have been in the habit of getting bonuses, and it has got among all the Natives now that they must be paid money whenever they sign their name, whether for sales, leases, or anything else. It has always been thrown up to me that I concealed that from them.

1043. Do you know any case where money was given in that way for signing their names?—Yes. In the case of a block called Kairakau, on the Coast, that Mr. Beetham has got. In another block called Awatotara, I saw a bonus of £50 paid to the Natives.

1044. That was money the Natives got outside the purchase-money?—Yes. It was for a lease—money they got outside of the rent. They were entitled to get £105 a year for rent; and to get eight Natives who did not sign the deed of lease to consent, the European was compelled to pay £80, besides the rent-money.

1045. And the Natives have been in the habit of making these demands contingent upon signing?—Always.

1046. *Mr. Moss.*] Who was the European in the case you speak of?—Mr. Beetham, in the Kairakau Block, and Brandon and Bruce, in the Awatotara Block.

1047. The reason I asked you was, that it would appear in evidence as if it were owing to the advice of Messrs. Russell and Sheehan that the Natives made the demand?—The block that Brandon and Bruce have is in the Mohaka-Waikare District.

Mr. Hamlin.
24th Nov., 1879.

1048. Mr. Sutton.] How long did that interview in the office take?—To the best of my belief it took just the time to ask the questions. It might have been from a quarter of an hour to twenty minutes.

1048A. Did you know Paora Nonoi?—I did not know him very well.

1049. Did you ever hear that he did not sign Te Awa-o-te-Atua deed?—I never heard anything from him at all about it.

1050. Have you ever had any conversation with him about it?—I do not remember.

1051. Have you ever heard that Rora did not sign the deed?—I never heard a word from her, only the time when she came into my office about Te Awa-o-te-Atua Block. I never heard anything from her before.

1052. Do you know Wi Rangirangi at all?—Well, I cannot bring him to mind exactly. No doubt I know the man.

1053. Is it not a fact that the husband of Rora has been living for many years apart from her at Poverty Bay, and that she has got another husband?—It might be so. I know that she has been living with this man that she has got now for the last seven years.

1054. Mr. Rees.] Are you certain that Mr. Sutton told you, and that Rora also told you, that she had given "no authority to Mr. Rees to bring this suit"?—She did most distinctly. I can give you what she said in Maori if you like: "*Kaore rawa ahau i whakaatu atu kia te Rūhi kia tamenetia a Tatana*"—that she never gave Mr. Rees authority to summon Mr. Sutton.

1055. Did you know that I had not been practising at all in Napier at that time?—At any rate your name was mentioned by Rora.

1056. Did you know that I only went to practise in Napier in the beginning of last year—in 1878?—You had been down there before that.

1057. Will you answer my question?—I am only giving what Rora said. Whether she told the truth or not I cannot say.

1058. Did she say that she did not give authority to Mr. Sheehan to go on with the suit?—She was not asked. As far as I can remember it was only your name that she mentioned.

1059. Did this take place in your room or Mr. Cornford's?—It was in my room.

1060. You are quite certain of that?—Yes.

1061. In your room. Not in the room where Mr. Cornford sat?—I am nearly positive that it was in my room. I know it was in my room.

1062. You are certain that it was in your room; not Mr. Cornford's?—Yes.

1063. You are also certain that no sum of money was mentioned in payment for her signature?—She asked for payment, but no sum was mentioned.

1064. Would you not remember if any sum of money had been mentioned?—I should; but I do not remember any sum at all being mentioned.

1065. You are quite sure?—Yes.

1866. And you are also positive that Rora had a child with her?—I believe that Rora had a child with her. It might have been two or three years of age. As far as I remember, the little thing was in her lap.

1067. Now, was it not this that took place: that Mr. Sutton went into Mr. Cornford's room and told him to tell you to call Rora into your room?—Rora and Mr. Sutton came into my office together. Rora then mentioned the conversation. I have already stated that she said that she had never authorized you to issue the writ against Mr. Sutton. Afterwards Mr. Cornford came into my office.

1068. You are certain that Mr. Sutton did not beckon to Rora to come, and that the two went together into Mr. Cornford's room?—Yes; I am certain that he did not beckon to her.

1069. Now, who was it that sent for Mr. Cornford?—I believe it was Mr. Sutton who asked him to come in. The doors of the two offices were just together. There was only a partition between, with a door on each side.

1070. Did you hear any questions asked as to whether Rora's solicitor knew if she was going there?—No.

1071. Did she say anything to Mr. Cornford besides what she said to you?—Not that I remember. I had to interpret what was said. I do not remember anything more than what I have stated.

1072. Did you have any conversation with Mr. Cornford or Mr. Sutton about this suit?—No.

1073. Neither before nor after that occasion?—No. I have had nothing to do with it. I do not see why they should talk with me about it.

1074. Was it not pretty publicly known that Mr. Sutton had promised a reserve in the Awa-o-te-Atua Block to Paora Nonoi?—I never knew of it until the other day, when this matter was spoken of.

1075. Was it not publicly known that Mr. Sutton had given a written paper to Paora Nonoi?—I knew nothing about it. I was not in the province at the time. Very recently I heard something about it.

1076. What do you mean by recently?—Within the last few months.

1077. Did not Mr. Sutton speak at this time in your office about any reserve that he had promised?—Not that I remember.

1078. Did any question that you put to Rora have reference to reserves promised by Mr. Sutton?—I do not remember.

1079. Did those questions you wrote have any reference to reserves promised by Mr. Sutton?—That is what occurred—what is in that paper.

1080. Did you tell Rora that you were speaking about any reserves that were promised by Mr. Sutton?—No. I do not remember.

1081. Then, so far as you can state about the reserves, what you said to Rora referred to the reserves in Watt and Farmer's settlement?—I presume so.

1082. What was in your own mind?—What took place, on that paper—that is what passed.

1083. Did the reserves mentioned there have any further reference than those promised by Messrs. Watt and Farmer?—I believe not. There is nothing about Mr. Sutton's name in that document.

1084. Could you state how it is, then, that the statement made both by Mr. Sutton and Rora that I

had not been authorized to bring this action, is not included in that paper?—I do not know why it was not. I was not asked to write it out. I do not know why it was not included in that paper.

Mr. Hamlin.

1085. *Sir G. Grey.*] I would just ask Mr. Hamlin if Rora wished to make this statement?—Which statement?

24th Nov., 1879.

1086. That which you took down?—That is, on this paper?

1087. Yes?—She made the statement in the office. I suppose there must have been some questions put to her, or she would not have made the statement. I cannot really remember the questions put.

1088. But she came into your office evidently with the wish to have something written down?—I cannot say. She came in with Mr. Sutton. Mr. Sutton said to me, "Rora tells me that she never authorized that writ to be issued against me." That is how the conversation took place, and merged into this about the document.

1089. Was the impression on your mind that this was a voluntary act on her part?—She came into the office of her own free will.

1090. Was the impression on your mind that she wished to put these things on record—to make this admission?—She seemed quite agreeable to make the admission—quite willing, I should say, to make it. After I read it over, she said that every word of it was true.

1091. Would it not have been odd, if she really wished to make this statement, that she would not sign it without getting paid for it?—Well, it is a way they have really got into now. They will do nothing—will really sign nothing without getting paid for their signature, as well as getting paid for their piece of land. This practice goes from Napier to the Wairoa, and to Gisborne. They always want to get paid for their signature whenever they sign—whether for lease, sale, or whatever else it may be.

1092. Then, if she was anxious to have got this record made, she would not sign it without payment?—I believe she would have wanted payment. It is a way the Natives have now—they will not sign without being paid. They say that all the Napier Natives get paid, and so on.

1093. Would it have been a wrong thing to have paid her?—I think so.

1094. I mean, it would not have been a moral act under the circumstances?—I think it would have been very wrong, unless the parties concerned were consenting, according to whatever their own arrangements might have been. As far as I was concerned, I was only to interpret. If the parties were agreeable to pay, it had nothing to do with me.

1095. I understand, you were simply a machine?—Yes.

1096. You had nothing to do with it?—Yes, I was simply a machine.

1097. That I perfectly understand. Still, the point that appears odd to me is, that if she was desirous to make this statement, that she would not sign it when she got her wish gratified without being paid for it?—Yes; that is what she said—that every word of it was true, and that she wanted to get paid for signing it.

1098. Might not that have been an excuse on her part to escape signing it?—I cannot say.

1099. Is it not usual for them to submit such an excuse under the circumstances?—Yes, they very often make excuses; they are very tricky—some of them.

1100. Who were you employed by on that occasion? Who paid you as interpreter?—I have been doing Mr. Sutton's work for some time. I have looked on him as my client.

1101. When Rora Nonoi was in the room, the persons present were Mr. Sutton, Mr. Sutton's solicitor, and Mr. Sutton's interpreter?—Yes.

1102. And Rora Nonoi had no one to act upon her behalf?—No.

1103. No adviser?—No. We were the only people in the office.

1104. No interpreter?—No.

1105. No interpreter to act on her behalf?—No; I was the only interpreter. I think Rora would trust me. I have known her a long time.

1106. Did you ever hear from Paora Nonoi that he had ever signed a deed of sale to Mr. Sutton?—I never heard from him. I think the only transaction I ever had with him was in relation to one of the late Sir D. McLean's purchases.

1107. The question put to you was this: Did you ever hear from Paora Nonoi that he had signed the Awa-o-te-Atua deed?—I do not remember Paora ever mentioning the thing to me.

1108. You understand the object with which I put the question. Did you ever hear from Rora Nonoi that Paora had signed the deed?—No; I never heard anything from them with regard to this block.

1109. I only put this question to elicit evidence in answer to a previous question. Were the questions put to Rora dictated to you, or were they your own questions arising from your own thoughts?—I was told to ask the questions which I asked.

1110. Then you did not know the full bearing of the questions you put, or what they might incidentally bring out. You did not know all the objects?—Of course I could not say what was in the mind of another person. The answers were to the questions put, and from the answers the document here was written.

1111. It is the nature of a question to incidentally bear upon some point not disclosed.—Of course I do not know what was in the mind of the other person.

1112. *Mr. Sutton.*] I should like to ask Mr. Hamlin one or two questions. Do you think, from your knowledge of the Natives, that if there had been a charge of forgery you would not have heard of it?—I think I would have heard of it. They do not keep these things quiet long. They generally talk about them pretty freely; they are not backward at all in doing so.

1113. *Mr. Rees.*] Does Mr. Hamlin think, from his knowledge of the Natives, that if there had been a written promise to give 350 acres to Paora Nonoi, he would have heard of it?—I think so.

1114. *Sir G. Grey.*] Did you ever hear of it?—No.

1115. *The Chairman.*] Did you ever transact any business at all with Paora Nonoi?—I think with reference to one of the Ngatarawa blocks. I think I had something to do with Paora Nonoi in regard to Sir Donald McLean's purchases.

1116. In transacting that business can you challenge your memory as to whether Paora signed

Mr. Hamlin.
—
24th Nov., 1879.

his own name, or was he incapable of doing so?—I really cannot say. It is very hard out of the hundreds of signatures I get to remember which Native signs his own name and which makes his mark. It is a very common thing, when asking them to sign they reply by saying, "Oh! I have consented. You sign my name for me," and that, too, when they can write their name. I always insist upon them signing their names if they can write.

1117. You have interpreted in cases where the Native has affixed his mark?—Without his consenting?

1118. If he, as you have just stated, said, "Oh! sign my name for me," would the interpreter have been justified in doing so?—I think so.

1119. And all the while he could write?—Yes. I do not think there is any harm in it, provided the Native has consented and is present.

1120. Would you just put his name?—I would put his name down in writing, with a cross between each name.

1121. You cannot say from your recollection whether Paora Nonoi could have written his name?—I cannot say positively.

1122. *Colonel Trimble.*] If Paora could have written, and yet signed with a mark, that would have been customary?—Yes.

1123. *Sir G. Grey.*] I would like to put one question, to clear up a point. I will put my question in this way: Supposing, Mr. Hamlin, that it was a question of the disposal of a very valuable property, and the Native was there without any legal adviser or without any interpreter of his own with him, would you think yourself at liberty to sign his name in full without his touching the pen?—He would always have to touch the pen. If a Native cannot write his Christian and Maori name, I would write his name, and he touch the pen and make his mark.

1124. *Colonel Trimble.*] Is it customary, when a deed is being signed, to have two interpreters present—one on behalf of the Natives, and the other on behalf of the Europeans; that is not customary?—No; it is not.

1125. Is it customary to have but one interpreter present?—Yes; for undertaking the negotiation, and such witnesses as are named in the Act.

1126. Is an interpreter a sworn officer?—No; he is licensed by the Government.

1127. It is not customary to have two present—one for each side?—No; at least, I have never seen it done yet, either by Natives or Europeans. I have always found them satisfied with the one interpreter.

1128. What is the length of your experience?—Well, about nine years I have been in business now.

1129. *Mr. Landon.*] You say that you have allowed Natives to sign for others?—A Native sometimes can only write one of his names, or perhaps he is unable to spell; in such cases I have very often finished the name for him, getting him to put his mark.

1130. Have you ever allowed Natives to sign for persons absent?—No; the Natives must be present. They must be in my presence and in the presence of witnesses required by law.

Mr. Sutton.
—
24th Nov., 1879.

Mr. F. SUTTON, M.I.R., sworn and examined.

1131. *The Chairman.*] You have heard the petition read several times, Mr. Sutton. I do not presume you want it read to you now?—I am acquainted with the subject-matter of the petition.

1132. Can you give the Committee any information respecting it?—Yes. I went to Paora Nonoi's pa, called Korongata, sometimes the Bridge Pa, about the latter end of August, 1870. My impression is that it was about the 30th or 31st. I left home, in Napier, about 4 o'clock in the afternoon. I passed Mr. Davie's house at Pukahu I should think about 6 o'clock. That was about fifteen or sixteen miles from Napier; about sixteen miles, I think. I was accompanied by Mr. Worgan and Mr. John Morrison, of Dunedin, who was then a commercial traveller. He is at present manager of the Mosgiel Company. We called at Mr. Coleman's, which was then Coleman and Fountain's, about a quarter of a mile past where Davie lived. Mr. Morrison remained there while Mr. Worgan and I rode on to Paora's pa. We saw Paora and several of the other Natives, and after some conversation Paora agreed to sign the conveyance of the Awa-o-te-Atua Block. He made a stipulation that he should receive a reserve of 350 acres. Nearly the whole of the argument between us was whether the reserve should be 300 or 350 acres. He was also to receive two hundred or two hundred and fifty pounds, I am not sure which. He signed the conveyance by making his mark, I believe. Rora Nonoi also signed the conveyance, and it was witnessed by a Native who was present named Nikera. I wrote a memorandum consenting to a reserve of 350 acres, which I left with Paora Nonoi. I wrote it in the whare. We returned to Mr. Coleman's and had tea there. My impression is that we returned to Coleman's about 9 o'clock. It was a late tea. I slept there that night. Mr. Fountain, Mr. Coleman's partner, was at home. Coleman himself was away. The question of the terms of the purchase were matters of conversation during the evening between the whole of us. Mr. Fountain made a memorandum that there was a reserve of 350 acres agreed upon. It is in his memorandum book. I do not think I ever saw Paora after that, and I never heard from Rora Nonoi, whom I have often seen, or Nikera, or the other woman, that there was any question about the execution of the deed. Subsequently Mr. Coleman sold his interest in the property to Watt—I would like to say that the petition is wrong in saying that I sold to Watt; I had no transaction at all with Mr. Watt. Mr. Coleman sold the property to Mr. Watt, and subsequently, in 1877, in January, Watt paid £17,500, and took an absolute conveyance of the whole of the land in the Kakiraawa and Te Awa-o-te-Atua Blocks. That conveyance is registered in Napier. There is also registered, at even date, a reconveyance from Messrs. Watt of 400 acres of Te Awa-o-te-Atua to the original grantees—to the whole of them. This was done in January, 1877. In April, 1877, or May, I am not quite certain which, a writ was issued against me, the papers in relation to which are probably before the Committee. No claim was ever made upon me in respect of that land—for the 350 acres, or in any other way—until the issue of that writ. The writ was not issued until the Natives had re-sold the land, including the 350 acres, to another

person, and obtained payment. The writ was decided upon a legal question. The solicitors for the plaintiff did not set out the written agreement. The case was discussed on technical grounds. I was informed by Mr. Watt, about the time that the writ issued, that he had notified to Mr. Sheehan that, if he raised the question in such a way as to affect his title, as that document would, he should immediately prosecute him criminally, and move to have him struck off the rolls. That I have no doubt is the reason that document was not set out in the action. Mr. Sheehan was fully aware of that document being in existence at the time that he made the arrangement with Mr. Watt. In fact, Mr. Sheehan himself personally made the arrangement with Watt to give him a good title. After this writ was issued, I met Rora in Napier. She came up to me and offered to shake hands with me, as she almost always did.

1133. *Colonel Trimble.*] When was that?—The same day as the interview in Mr. Cornford's office. I said, "What do you mean by coming to shake hands with me." She said, "I have always done so, and do not see any reason that I should not do so now." But I said, "I have a summons against me from Mr. Rees." My impression is that Mr. Rees was in Napier at that time, and I believe that his clerk served me with the writ. She said that she had not instructed Mr. Rees to issue any summons against me; that she had been to Mr. Rees to assist her in obtaining the balance of the money that she was entitled to at Watt's settlement. I said, "Well, you had better go along and see Mr. Hamlin about it, and let him interpret." I went with her then to Mr. Hamlin's office. I saw Mr. Cornford just before I got into the office, and told him that I wanted him to have a talk with Rora. My impression is that Rora and I walked into Mr. Hamlin's office, and that Cornford, having been in his room for a minute or two, came in. Rora repeated the same conversation, remarking that what she wanted was the balance of her money she was entitled to—some five hundred or six hundred pounds. After some questions from Mr. Cornford, Mr. Hamlin wrote down the replies. Rora said she would sign. After the paper was written, Hamlin read it over to her; she said it was correct. He passed it along to her and said, "Sign it." She asked what she was to get, and I said, "Nothing;" because this was a matter in which there was no payment. Mr. Cornford said that there was nothing to be paid. She said that she did not want much; my impression is, "*E rima hereni, te kau hereni ranei*,"—five or ten shillings. At all events, we offered her nothing, and paid her nothing. She left, and I have never seen anything of Rora from that day to this, until she came down here. I do not remember having seen her since that time, until now. I never heard, directly or indirectly, until the petition was presented, that there was any question about the execution of that deed, or any misunderstanding in regard to it. The reserve was the principal portion of that transaction. It was passed over from me to Mr. Coleman with the full notice of that reserve, and by Mr. Coleman to Watt also with a full notice of the reserve. There were other deeds and other reserves in another block of land called Kakiraawa, exactly similarly situated as this is, which I understand are held to have been merged in the general arrangement. There is no difference except that the arrangements about the other reserves are more formal, and that the deed was deposited with the Trust Commissioner. This of Paora's was simply written at the time the arrangement was made, and was never reduced to a formal deed. It was always recognized. That is all.

TUESDAY, 25TH NOVEMBER, 1879.

Mr. F. SUTTON, M.H.R., recalled, and examined upon oath administered yesterday.

1134. *The Chairman.*] Have you anything further to add to your statement of yesterday?—No. I have nothing further than to state that in the year 1873 the Hawke's Bay Native Land Alienation Commission sat in Napier. There was no complaint laid before that Commission in reference to the subject-matter of the petition.

1135. *Sir G. Grey.*] I will ask Mr. Sutton a question. Did you and Worgan ride or drive there?—On the occasion of the purchase of Paora Nonoi's share Worgan, myself, and Mr. Morrison, of the Mosgiel Company, Dunedin, drove as far as Mr. Coleman's homestead, which was about two or three miles from the pa.

1136. And did you drive on from there to the pa?—No. Worgan and I took horses from Mr. Coleman's. I rode on my trap mare, and Mr. Coleman's partner lent Worgan a horse.

1137. At what o'clock did you arrive at Paora's pa?—I could not say exactly. I should think somewhere about 7 or 8 o'clock.

1138. Was it dark?—My impression is that it was dark just about the time we got to Coleman's. It was dark when we were at Paora's.

1139. Do you recollect what lights there were in Paora's house?—It was either a candle or a lamp, I know. It was dark when we arrived there.

1140. Did you bring the deed of sale of the property written with you?—Yes.

1141. All prepared for signature?—Yes. The deed had been previously executed by several of the grantees in the same block. It was not a separate deed.

1142. Paora had no legal adviser with him, or any one to act on his behalf?—No, he had not.

1143. Was he quite rational at the time?—Quite. I saw nothing to lead me to believe that he was not.

1144. Did you take any spirits with you?—No; none whatever. We called at no place on the road from the time we left my house in Napier until we arrived at Mr. Coleman's.

1145. Had you a bottle of brandy with you?—Certainly not.

1146. Did you give any spirits to the Natives?—No; I was never in the habit of taking any spirits with me on a journey.

1147. Did Worgan give any spirits to the Natives?—I should say decidedly not. I saw no spirits there at all. We were together all the time. I do not think any one could have had a glass of spirits without my seeing it. We were in the whare—all in one room—from the time we arrived until we left.

Mr. Sutton.
24th Nov., 1879.

Mr. Sutton.
25th Nov., 1879.

Mr. Sutton.
25th Nov., 1879.

1148. Did you pay Paora money?—Yes.
1149. What did you pay him at the time?—I do not remember. One witness said £15. I think that is about the amount.
1150. Did you pay it to Paora or any other person?—To Paora, I believe.
1151. Did Paora object to sign the deed at all?—He did hesitate at first. There was a dispute as to whether the reserve should be 300 acres or 350 acres. Until that point was settled and the document written guaranteeing the 350 acres, he refused to entertain the proposals of sale.
1152. Is that document here?—Yes.
1153. Perhaps you would read it. Was the deed you submitted to Paora for signature in Maori or in English?—In English. I am not certain whether there was a Maori translation in the deed.
1154. Was the deed interpreted to Paora?—It was.
1155. At length?—At length. It was read through in Maori and explained to him.
1156. Did you see Paora sign the deed?—I did.
1157. Did he sign his name or make his mark?—He made his mark. I do not think he could sign his name.
1158. Was that signature witnessed?—Yes; it was witnessed.
1159. Who by?—Rora Nonoi, who, instead of signing as a witness, signed under her father's name. Another Native who was present also signed as witness. I think Rora signed her name as Rora Poneke. That was the name she always went by at that time.
1160. Did the interpreter sign also?—The interpreter signed also.
1161. Did you write this paper promising and agreeing to make a reserve of 350 acres in Paora's house?—I wrote it in Paora's house.
1162. Did you give the paper to Paora?—Yes.
1163. Who interpreted it?—Worgan.
1164. Why was there not a witness to this document?—My strong impression is that there was an interpretation on the fly-leaf, which has been since removed.
1165. Why was there no interpretation on the face of it?—I believe that there was an interpretation on the other side signed by Worgan as correct. I may be wrong, but that is my impression.
1166. Did you assign afterwards this block of land?—I had sold the block of land before that. As a matter of fact, I was only dealing with the land for Coleman. I never had any individual right to that land at any time. I believe that the deed was in my name. I was under an agreement with Coleman to purchase.
1167. How much did Mr. Coleman pay you for the land?—The same price I paid for it.
1168. How much was that?—I forget now what it was. There was a long account, extending over twelve months, existing between us amounting to over two thousand pounds.
1169. Besides the two hundred and fifty pounds for Paora, did you pay him that?—Altogether, the block cost between two thousand and three thousand pounds.
1170. And Mr. Coleman paid you that?—Yes.
1171. Did you execute a deed of conveyance to him?—I did.
1172. In that deed was there any reservation about the 350 acres for Paora?—There was not.
1173. Was it an absolute conveyance of the whole block?—No; I never had the whole interest of the block. I made an absolute conveyance of the whole of the interest I held, without any reservation.
1174. Was there no note in the conveyance to Mr. Coleman of the reserve you had promised Paora?—Not in the conveyance.
1175. Was there no tracing left?—There was no tracing. The place for the reserve had not been defined.
1176. Was there any mention of the reserve; was there any way of tracing the fact of the reserve having been promised, if Mr. Coleman died?—There was that document, which I still believe could be enforced if there was no other legal defence. At all events, at the time that document was written it was a legal document.
1177. It does not state here where the reserve was to be made?—It was to be made in a part of the Awa-o-te-Atua Block.
1178. It does not say so here?—It implies, I think, that the Awa-o-te-Atua Block is the block in which the reserve is to be made.
1179. You say that Paora had a long outstanding account with you of some two or three thousand pounds?—No; I said that the transaction between myself and Coleman in relation to the Awa-o-te-Atua and Kakiraawa Blocks amounted to something like that. I did not say that Paora Nonoi owed me that amount.
1180. Yes; but I think you said that Mr. Coleman only paid you for the block what you yourself had paid for it?—Yes.
1181. To whom, then, did you pay this sum of money that Mr. Coleman paid you?—There were several Natives who were grantees in the Kakiraawa Block and the Awa-o-te-Atua block; some twelve or fourteen Natives in all.
1182. Were both blocks sold to Mr. Coleman?—Yes, and both blocks were included in the subsequent resale to Watt.
1183. Were the Natives supplied with accounts of all that they received from you?—Yes, whenever they asked for them.
1184. Regular accounts?—No, not regular accounts. I never knew Natives to desire regular accounts. They got them whenever they wished. At other times they would examine the books.
1185. Are the books still in existence?—I do not know; I have been out of business some time now—in fact, for several years. A great many of the books have been destroyed. I do not know whether the books containing these accounts were destroyed or not. My impression is that they are still in existence.
1186. Could you furnish the Natives with copies of their accounts from the books still to the good?—I could if the books are still in existence.

1187. But did you do so?—I believe that every Native knew how his account stood. When they came into the store they generally looked over the ledger. *Mr. Sutton.*

1188. Did you give them a note of what they got each time?—Not as a rule. Sometimes they got invoices of what they took. *25th Nov., 1879.*

1189. *Mr. Ormond.*] Mr. Coleman, I understood from your evidence, was thoroughly acquainted with this transaction?—Yes, he was thoroughly acquainted with this transaction. I informed Mr. Fountain of it within half an hour—certainly within an hour—of the time it was done. Mr. Worgan, Mr. Morrison, Mr. Fountain, and myself spent the evening at Mr. Coleman's house. We showed the deed which was executed, and told Mr. Fountain of the document left with Paora.

1190. You at that time were purchasing as agent for Messrs. Coleman and Fountain?—Yes, there is a document to that effect in the Registry Office.

1191. Did Mr. Fountain or Mr. Coleman in any way express dissatisfaction at the arrangement about the reserve?—Only to the effect that I had exceeded what had been arranged between us about the size of the reserve. Questions as to the extent of the reserve had cropped up at previous interviews. Paora had throughout insisted on the reserve. The question was whether it was to be 300 or 350 acres. There was a little dissatisfaction so far as concerned the extent of the reserve.

1192. Did Coleman and Fountain know of the transaction soon after?—They knew of it immediately.

1193. In finally closing with Fountain and Coleman what did you hand over? All your interests, or what?—All my interests as they were.

1194. The purchase not being complete?—The purchase not being complete.

1195. Do you know anything of the transaction in which Messrs. Watt and Farmer paid a further sum? I should ask, first, are you aware of the sale by Mr. Coleman to Messrs Watt and Farmer?—Yes.

1196. Do you know anything of that transaction?—Yes; I remember the resale from the Natives to Watt.

1197. Do you know if this transaction was referred to when that arrangement was completed?—James Watt told me that it was.

1198. There was a question about the books. When the Hawke's Bay Land Alienation Commission sat in Hawke's Bay were they the same as other persons who were in business submitted to the Judge of the Court for examination?—They were.

1199. Who was the examiner?—Mr. Witty.

1200. Was he an accountant?—Yes.

1201. Selected by the Court?—Yes.

1202. What were his duties in regard to the accounts?—To examine carefully into them, and report regarding the nature of the supplies; to make a synopsis showing the portion of the accounts for goods; and, in certain cases, to show what money was paid to the Natives.

1203. Did he make a report of that character to the Commission?—He did.

1204. What was that report? Was it favourable or unfavourable to the dealers?—It was described by the Commissioner as favourable.

1205. *Mr. Rees.*] You say that previous to going to Paora's pa you knew that the reserve was wanted. Did you ever see Paora about it before that night?—I do not know whether it was Paora or Rora I saw about it. It was known to myself that Paora would not consent to sell unless the reserve was granted.

1206. Had you ever seen Rora before about it?—Yes.

1207. Where?—In my shop.

1208. Did you see her about the purchase?—Not specially. The purchase was referred to as a matter of conversation.

1209. Did you negotiate with Rora?—We had some conversation as to whether her father would sell.

1210. On more than one occasion?—Yes; I should say on several occasions.

1211. Did you agree with Rora as to terms?—No; we talked about a reserve of 300 acres.

1212. Did you ever, previously to your going with Worgan, speak to Paora himself about the matter?—I think so, on several occasions. Paora used to be often in my shop before that.

1213. Had you made any terms with Rora?—No terms at all were made previous to the interview.

1214. I think there was a man named Hastie in your employment at that time?—Very likely.

1215. I am not asking you to say "Very likely." Was a man named Hastie in your employ at that time?—Very likely. I had several men in my employ at that time. I cannot remember whether Hastie was with me at that time. I think he was.

1216. What time did you leave Napier?—In the afternoon, I believe, as near four o'clock as possible.

1217. Was Mr. Worgan with you when you left?—Yes; and Mr. Morrison. We started from my residence in Napier.

1218. Driving?—Driving.

1219. In your own buggy?—In my own buggy with my own mare.

1220. Did you ever go on any other trip to Mr. Coleman's, or anywhere about there, with Worgan?—I did.

1221. Do you remember when that was?—I do not remember whether it was before or after this trip. My impression is that it was somewhere about the same time, within a few months. I think it was very likely it was shortly afterwards.

1222. When you went into the whare at Paora's pa do you remember who you saw there?—There were there the three Natives who have been examined as witnesses in this case. There was an old man—I do not know whether it was Reihana or Werahika, the father of one of the girls who gave evidence. Reihana at that time did not live at Paora's pa.

1223. The three witnesses who have given evidence were there, at any rate?—Yes.

Mr. Sutton.

25th Nov., 1879.

1224. What was said when you first went into the whare? Did you speak at all yourself, or did Worgan begin the conversation?—I do not remember. I took part in the conversation.
1225. And Worgan took part?—Yes.
1226. Who spoke first?—I could not remember who spoke first at this distance of time, or what the first conversation was; but it was all about what we had gone for.
1227. Who conducted the negotiation for this matter?—I did, through Worgan.
1228. Through Worgan? I suppose you could understand what Worgan said?—Yes.
1229. In what condition was Paora Nonoi?—In what condition?
1230. Yes. Was he in ordinary health?—He was not well. I understood that he had a bad cold, or something of that sort. He was sitting and lying down all the time that I was in the whare.
1231. Was the deed unfolded? Did Worgan unfold it?—He could not read it out without unfolding it.
1232. Did he unfold it to read it?—That is a stupid question. He had the document in his pocket, and he had to take it out and unfold it before he read it.
1233. But did he do so?—Certainly; he could not read it without unfolding it.
1234. Did he go over to where Paora was and read it to him?—He went over to Paora and read it to him. The whole establishment that we were in was nothing like the size of this room. I think it was about one-third the size of this room.
1235. Then every one must have seen what took place?—Yes; every one.
1236. Did Paora take part in the conversation?—Paora and Rora together did. Rora, I believe, did the principal part of the talk.
1237. Who was it, then, who agreed to the terms—Paora or Rora?—Both of them.
1238. Did Rora say that she agreed?—Rora advised Paora to consent; she spoke first in favour of accepting the terms.
1239. Did Paora then state that he consented?—Yes.
1240. What did he say?—I forget the exact words he used. He satisfied me that he was a consenting party.
1241. You do not remember what he said?—I do not remember the exact words.
1242. You said that you saw him sign his name to the deed by putting his cross?—I did.
1243. Did he himself make the cross?—He made the cross. I believe that Worgan wrote the name, and Paora took the pen and made the cross himself.
1244. Did you give him the money then?—I believe so.
1245. I ask whether you did or not?—I do not know whether I gave the money into his hand or not. We were all together. I left the money and the paper together.
1246. Did he take them?—Whether he took them or not I cannot say. My impression is that Paora gave Rora the cheque or notes while we were there. We did not recognize Rora as the person with whom we were dealing.
1247. Then the terms you instructed Worgan to make were a reserve of 350 acres and the payment of a sum of £250?—I did not instruct Worgan to make terms. I made terms myself.
1248. But Worgan translated them?—Yes.
1249. And you heard Worgan translate them?—Yes.
1250. Was anything of that put in the deed?—Of what?
1251. Anything about the reserve of 350 acres?—No.
1252. Or that Paora should be paid two hundred and fifty pounds?—No; neither was it in the other case to which I have referred—the Kahiraawa Block.
1253. Was Rora asked to sign her name?—I think not. She said that she would sign, and she took up the pen and did so.
1254. Was she near her father?—Yes. The whole whare was only about one-third the size of this room.
1255. Are you positive that no spirits were given to Rora or Nikera?—I am as positive as I can be. I have heard Worgan's evidence. I am not certain whether he had any with him, but I am of the strongest possible opinion that there was no liquor produced by us.
1256. Will you state positively that neither of you gave spirits to the Natives?—I did not, and I do not think Worgan did. There was no necessity for us to fetch spirits with us. We left my place at 4 o'clock. We were at Coleman's at 6 o'clock. We brought no spirits with us, either from Napier or Coleman's, so far as I know.
1257. You think that Rora volunteered to sign her name to the deed?
1258. She was not a party to the deed?—She signed it. My impression is, that we expected Rora to witness the signature of her father, but that she signed in the wrong place. She signed under his name. I think it was in further consultation that we got another Native who was present to witness.
1259. What did you say to him?—I do not know exactly. We asked him to witness. He did not demur.
1260. Can you not remember any of the words made use of when he was asked to sign?—I cannot.
1261. Was that paper written before Paora signed, or afterwards?—It was written before he signed. It was not given to him until after he had signed. It was written and read to him.
1262. You are certain of that?—Yes.
1263. By whom was it read?—By Worgan, and by myself, too. I certainly read, and Worgan also.
1264. Before Paora signed?—Yes.
1265. Why, then, is it written, "In consideration of Paora having executed"?—You would not have it worded "In consideration of Paora being about to execute," would you?
1266. If this paper was written before the deed was signed why is it worded, "In consideration of Paora Nonoi having executed the deed," Mr. Sutton agrees to the reserve. I wish to know why, Mr. Sutton, it did not use other words, or say, "In consideration of Paora Nonoi 'executing'" a

certain deed, he agreed to the reserve?—I think it would be a very absurd transaction, and one not at all likely to take place to guarantee 350 acres for nothing. I have explained that I wrote that paper before the deed was signed, but it was not handed to Paora until he had signed it.

1267. I want to know the reason?—I have explained it; as a business man, I cannot put it more distinctly.

1268. The wording of this paper is, "In consideration of Paora Nonoi having executed a conveyance of Awa-o-te-Atua Block, I agree to a reserve of 350 acres being made.—F. Sutton. 31st August, 1870.—George Davie."* The paper states that the deed has been already "executed?"—It is impossible for me to make a further explanation than I have made.

1269. Now, when was the balance of the two hundred and fifty pounds paid?—I could not say.

1270. Do I understand that you said that Natives sometimes never asked for their accounts to be rendered to them?—Yes. Some never asked for their accounts.

1271. Is it not a fact that Natives have sued you in order to get their accounts rendered to them?—I met the action, and won it.

1272. Is it not a fact that you have been sued to give accounts to Natives?—Yes; on a bogus action that was brought.

1273. Is it not a fact, then, that the Natives did sue you for their accounts, and have not yet got them?—I am not sure that it was for accounts. It was in connection with the reconveyance of a mortgage deed. I was sued for the reconveyance of a security and statement of accounts. I won the case, but was ordered to render accounts upon payment of my costs in that action. As they have not paid those costs, I have not rendered accounts. If the order of the Court had been obeyed you would have got them.

1274. Have you ever had a final settlement with any Native of his accounts?—Yes; a good many.

1275. Will you mention one?—I cannot; I have had final settlements with so many. Very few of the Natives owe me any money. One or two, perhaps, or perhaps a half a dozen. I never had any disputes with the Natives until they were worked up to it.

1276. Did you know when you went to Paora that the Native Lands Frauds Prevention Act had passed its second reading?—I did not know anything of the sort at the time. Some two days afterwards, at Waipawa, I saw a telegram stating that it had passed the second reading.

1277. You will not state that it had not passed the second reading at the time you went to Paora's?—I will not state positively. I think if you refer to the records of the House it will be found that the Bill passed the second reading two days afterwards. I had no knowledge of the nature of the Bill at the time.

1278. Why was there not an indorsement put upon the deed that you promised Paora the 350 acres?—I never heard of such a thing being done.

1279. I want to know why it was not done?—I might repeat the question, and ask, Why did not the persons who sold to Watt put on an indorsement?

1280. Why, I ask, upon this deed—by which the Native conveyed his property to you, and in consideration of him so doing you promised him a reserve of 350 acres—why was there not some note of that promise entered on the deed?—Because it is a most unusual thing to do. The deed was engrossed at the time Paora signed, and it was impossible for me to alter it.

1281. Why was there not some indorsement?—I do not know; I never heard of such a thing. The lawyers know that it interferes too much with the title.

1282. Was that the reason—because it would interfere with the title?—That is the reason you people do not put it on. I never heard of a case in which it was done.

The Chairman: That is not an answer to the question.

Mr. Rees: I should like to have an answer to my question.—Will you put your question again?

1283. Why was there no indorsement or some note put on the deed showing that you had promised the 350 acres to Paora, that it might appear on the registry?—I do not know. It has never been usual. I have seen hundreds of deeds, but I have never seen one—and I can point to many deeds in Hawke's Bay, some of which were made in your office, passing reserves without any mention being made on the face of the deed.

1284. Will you name one?—This one of Watt's; I believe you are interested in it.

Mr. Rees: I was not interested in that sale.

Witness: In the Ohikikarewa Block, Mr. Hislop's property. You drew up the deed yourself.

Mr. Rees: The reserves are set out in Mr. Hislop's deed.

1285. Did you say, Mr. Sutton, that it was not customary, when reserves were made, to put them upon the deed?—In a great majority of cases, certainly.

1286. Nor that they should be put upon the deed?—Perhaps I should say, in explanation, that the Trust Commissioner in Hawke's Bay passed a deed of Mr. Coleman's for the block adjoining Te Awa-o-te-Atua Block—in which case there was an agreement for a large reserve, but the reserve was not mentioned in the deed—with the knowledge and consent of the Frauds Commissioner.

1287. But another deed was put upon the registry?—No; there was not. There was an agreement.

1288. Did you say you knew of many cases in which the reservation made was not put in the deed?—Yes.

1289. In which you were concerned?—No.

1290. Was there any other reason why the reserve was not shown on the deed?—The purchase was not complete. It was impossible for Mr. Coleman to confirm Paora's legal right to 350 acres in any particular portion of the block until the title was complete.

1291. Where is Fountain now?—In England, I believe.

1292. And the other gentleman you mentioned?—Mr. Morrison. He is in Sydney. He passed through Wellington in the "Wakatipu," on her last trip.

1293. At the time I was giving evidence, and read from the petition—"In consideration of Paora Nonoi having executed a conveyance of Awa-o-te-Atua Block, I agree to a reserve of 350 acres being made.—F. SUTTON. 31st August, 1870.—GEORGE DAVIE"—what did you mean by asking me if you had put your name to such a document?—I did not ask you such a question as that.

* The words "George Davie" were written across the document.

Mr. Sutton.

25th Nov., 1879.

1294. You did not ask me such a question as that?—I asked if you were prepared to swear that was the wording of the original document.

1295. You did not ask if I asserted that you had signed such a document?—No; certainly not. The document, or the tenor of it, I never disputed.

1296. What did you mean by asking me whether the document was in the terms which I read out of the petition?—I was not certain as to the terms of the document. I thought it was worded a little more definitely. That was the only sheet of paper we could get in the pa. I forgot to take a copy of it.

1297. Was that the reason you asked me that question?—Yes; I believe that the document I left at the pa was more definitely worded.

1298. Did you state to the Committee that you had never used such words as are contained in that document?—No; certainly not. I might have thrown some doubts about the document being in the same state when I left it at the pa as it is now, and I still have my doubts about it.

1299. What did you say?—I said I believed that the document is in an altered state.

1300. That is what you said?—I think I said it was in an altered state, I believed, or words to that effect. I turned up the document to see if there was any writing on the other side.

1301. You looked at it the same day?—Yes.

1302. Are you certain of that?—Yes; I looked at it the same day.

1303. Do you know that you did not see that document until nearly a week after these questions were put to me?—When I saw the document, I mean. I never questioned the existence of such a document.

1304. You have sworn just now, Mr. Sutton, that it was on the same day?—I am not exactly certain that it was on the same day that you gave evidence. If I said so I will retract. You thought you were going to catch me, and you would not produce it.

1305. Now, I ask you again, did you make any remark when I answered the two questions you put to me on the day I gave evidence?—What two questions?

1306. The two questions I have already asked you, which you put to me on the day I gave evidence, when you asked me, "Do you mean to say that what you have just read from the petition is a copy of the document?"—I may have made such a remark. I have said before that I thought the document was a little more definite.

1307. Do you mean to say that you looked at the document at the time to see?—At that time?

1308. Yes?—I do not think I said I did.

1309. Then you still assert that you did not ask me words to this effect, "Do you mean to say that I signed a document of such a nature?"—I will not say so.

1310. What did you mean by asking me if I was not aware that Rora had sworn that she had no cause of action against you?—There was no harm in asking you.

1311. I want an answer?—I wanted you to answer the question. I did not say that Rora had sworn anything.

1312. *The Chairman.*] Do you decline to answer the question?—I have answered. I wanted to test Mr. Rees's knowledge of the matter.

1313. *Mr. Rees.*] Is that the answer?—Yes. I knew that Rora had not signed any affidavit. I knew that she had signed an affidavit in another case, and filed it in the Supreme Court.

1314. I think you stated yesterday that Mr. James Watt told you that he had said to Mr. Sheehan that if he (Mr. Sheehan) allowed the written document about the reserve for Paora to be sued upon, he (Mr. Watt) would prosecute Mr. Sheehan criminally?—Yes; he told me so, and that he would at once institute proceedings to remove him from the roll.

1315. When and where?—In Napier.

1316. When?—Before the writ was served upon me.

1317. Was anybody present but yourselves?—I cannot say. I do not think that there was any one else present. We used often to converse upon those matters.

1318. You say that Mr. Watt told you that this 350-acre settlement, or the settlement for it, was made at the time of the settlement with Watt?—I did not say anything of the sort.

1319. Did you not say that Mr. Watt told you that the settlement made with him included the 350 acres?—That settlement included everything. Mr. Watt did not say that a 350-acre reserve had been made. That deed, he said, settled all questions. The deed recites positively in the preamble that it settles everything. It says so in specific terms.

1320. Mr. Hamlin has been doing your work for some time?—Yes.

1321. How is it that you never told him of this matter?—The thing did not crop up. It never would have cropped up unless you got the £17,500 from Watt, and then thought you saw a chance of getting £7,000 out of me.

1322. How is it that when you took Rora into the solicitor's office you did not tell Mr. Hamlin?—I did tell Mr. Hamlin, but he had no business to do for me in reference to the 350 acres.

1323. What did you tell Mr. Hamlin about it?—I told him nothing specific. I believe that he always knew that there was something of the kind—at least, I fancy so. He never had any business to do for me in reference to that reserve.

1324. Did you leave Paora's pa that night with Worgan?—I did.

1325. Where did you go?—We went to Coleman's, and had tea there.

1326. Who was there?—There was Mr. Fountain, Worgan, myself, and Mr. Morrison.

1327. Mr. Morrison is in Sydney, and Mr. Fountain is in England?—Yes.

1328. Did you have any conversation with Mr. Coleman about the 350 acres?—Yes.

1329. Did you tell Mr. Coleman before he sold to Watt that you had an agreement with Paora Nonoi that he should receive a 350-acre reserve?—I told him of the agreement on a number of occasions. In fact, it was a matter of frequent conversation between myself and Mr. Coleman.

1330. Mr. Coleman was perfectly aware of the agreement made?—Yes. I perfectly remember Mr. Coleman's return from Wairarapa a few days after.

1331. Within a few days of this arrangement being made with Paora?—Yes. Mr. Coleman's partner, Mr. Fountain, was aware of the agreement for the reserve within about an hour after it was made—probably within half an hour.

1332. You are quite sure that Mr. Worgan translated and explained fully to the Natives in the whare the whole transaction?—Yes; very fully. Rora spoke to me about the reserve of 350 acres on a dozen or twenty different occasions after.

1333. I believe you say that it was pretty generally known that the reserve was promised to Paora. You made no secret of it yourself?—I made no secret of it at all.

1334. When you made this agreement to give Paora the 350 acres, why did you not make some stipulation with Mr. Coleman that something should appear on the register, so as to defend Paora's title?—Mr. Coleman took the thing as it stood, and to hold me harmless. He paid my expenses in the Supreme Court action that was brought against me by you.

1335. Having got Paora's signature, you did not further trouble yourself to see whether his title to the reserve was defended by any record being placed upon the registry?—No, I did not. It was decided by so high an authority as the Trust Commissioner that it was not necessary.

1336. How long was it after the signature of Paora was obtained that you assigned to Mr. Coleman?—I cannot say.

1337. Have you any idea?—No. I think it was about 1872 or 1873.

1338. Two or three years afterwards?—Yes. It should have been transferred to Mr. Coleman long before that. My connection with the thing had been equitably settled many months before. As a matter of fact, I believe I executed the transfer to Mr. Coleman after he had sold to Watt. So I ascertained afterwards. At all events he had agreed to the sale to Watt before I conveyed.

1339. You do not remember what lights were in the whare?—No. I do not think that there was any gas. I think there were just the usual lights.

1340. Do you recollect if there was any light near Paora when you allege that he signed the deed?—I do not know how many lights there were. There were just the usual lights in a Maori whare, sufficient for the reading and execution of the deed.

1341. You say that you saw Paora take the pen in his own hand and make a cross?—Yes. I saw him do that. Paora Nonoi could not write. Worgan has stated in his evidence that Paora Nonoi could write. He also stated to you another trip we took. We went on that occasion to see a Native named Paora Pahi, who wrote a very good hand. So far as I am aware Paora Nonoi never wrote his name—I never saw his signature; but Paora Pahi wrote a very good hand.

1342. Could you state whether the £250 was ever paid to Paora?—I can state that the consideration-money agreed upon was paid to Paora and Rora.

1343. Was the £250 ever paid to Paora?—It was. Paora used to send Rora in for things, and Rora got them and money also.

1344. Have you ever rendered Rora an account?—I think so. I am not certain.

1345. Can you state when?—I cannot. In all probability she never asked for it. I have, I remember, given her invoices on one or more occasions. I think I did so on that particular occasion when she went to Poverty Bay. She received from me at that time £20 or £30 in money and goods. It was a very unusual thing for Natives to ask for invoices for goods.

1346. *Colonel Trimble.*] You were asked by Mr. Rees whether you had been sued by Natives, and the accounts upon which you had been sued still remained unrendered?—The reason the accounts were not rendered was, that I won the case in Court. I was prepared to hand in the accounts upon payment of costs ordered by Court. The costs have not been paid yet, nor the accounts rendered.

1347. When did you begin business with Mr. Hamlin?—I am not certain. I think shortly after he came to Napier. I have never done very much business with him, because I went out of business shortly after he came to Napier.

1348. In what year?—I think in 1874; but I am not quite certain.

1349. Do you remember when you began to do business with Mr. Hamlin as interpreter?—I should think about the year 1873 or 1874.

1350. Were you doing business with Mr. Hamlin at the time you wrote that document?—No; certainly not. I do not think that he was then in Napier. I think he arrived in Hawke's Bay about 1872.

1351. *Sir G. Grey.*] Who was at Mr. Coleman's when you returned from Paora's pa?—Mr. Fountain, Mr. Worgan, Mr. Morrison, and myself. Fountain was Coleman's partner. We had a late tea there. My impression is, that we had tea some time about nine o'clock. We had nothing from the time we left town until we got back to Mr. Coleman's.

1352. Is Mr. Fountain now in England?—I believe so. He was in England a few months ago. I have not heard from him since. He sold his interest in the property to Mr. Coleman a few months after we went to Paora's pa—I fancy some six or eight months afterwards. He went Home, and I do not think he has been out since.

1353. Is Mr. Morrison now in Sydney?—I believe so. He passed through in the "Wakatipu" last trip. I did not see him. I heard that he had passed through Wellington. Perhaps I ought to say that, when I was served with this writ, I wrote to Mr. Morrison immediately afterwards. He was in Dunedin at the time. I asked what his recollection was as to what transpired on the night when Worgan and myself came back from the pa. I believe I said something of this sort: "We agreed to give Paora a reserve. Do you remember the conversation that took place at Coleman's that evening." He wrote back and said that there was a conversation, and that an argument as to what Coleman would say about giving Paora the fifty acres more than was expected.

1354. *Mr. Ormond.*] Was that letter from Mr. Morrison?—Yes. We had had some conversation in consequence of what Rora had said. It was necessary to make a reserve, I believe, and 300 acres was the extent originally proposed. Paora insisted on getting fifty acres more.

1355. *Sir George Grey.*] Have you got Mr. Morrison's letter?—No; I have not got it here.

1356. Can you produce it?—I am not certain whether I have it now or not. When the action was over I thought the matter settled, and it is quite possible that the letter is not now in existence.

Mr. Sutton.

25th Nov., 1879.

Mr. Sutton.

25th Nov., 1879.

1357. Was Mr. Witty resident in Napier in 1873?—Yes, he was.

1358. Had he been there long?—I do not think he had been at that time a resident of Napier for many months. He had been about the district for many years. I think he resided the principal time in Wairoa, and only came to Napier a few months before.

1359. Is he at Napier now?—No, he is not. He was at the Wairoa. I am not certain whether he has left there or not.

1360. Did he examine the Natives and ascertain if they admitted the correctness of the accounts?—He examined nothing about the accounts over this block. It was not referred to him. Nothing at all in the subject-matter of this petition was referred to that Commission. There was at that time nothing like forgery or dispute talked of in connection with the Awa-o-te-Atua Block.

1361. Did he examine the Natives in regard to the correctness of your other accounts?—I do not think he did. What he did was under the direction of the Commissioners.

1362. Did you keep a copy of the paper regarding the 350 acres?—No, I did not.

1363. Then you could not have given a copy of it to Mr. Coleman?—I did not give him an exact copy of it. I gave my impression verbally of it to Mr. Fountain.

1364. Did you give him anything in writing?—I do not think I did. I think he took a note of it in his memorandum-book. I do not think I gave him anything in writing.

1365. Did you register the deed?—The deed of conveyance to myself; yes, I did.

1366. Did you enter anything upon the register regarding this paper which you gave to Paora?—No.

1367. Was that a fair way of dealing?—It was the usual way. I should say it was a decidedly fair way. The Trust Commissioner, who knew his duty well, allowed Mr. Coleman to register an absolute conveyance for the Kakiraawa Block with the full knowledge that it was intended to give a reserve; and I believe the document agreeing to the reservation has never yet been registered. The agreement was a legally-drawn document.

1368. Have you paid the whole of the £250 to Paora Nonoi?—The purchase-money has been paid to either Rora or Paora Nonoi.

1369. How much of the purchase-money was in spirits?—I could not say exactly. I should think that there was very little for spirits. Paora Nonoi was a very sober man, and his daughter was also very sober.

1370. Have you paid the other owners in the block all that they were entitled to?—Yes. There were some with whom I did not deal.

1371. And how much did you pay them in spirits?—A very small quantity indeed. It is altogether a mistake to think that Natives spend what is supposed in liquor. So far as my experience goes, I do not think they do.

1372. The night you went to Paora's pa, did the Natives drink spirits of their own?—I do not think so. I do not believe there was any spirits at all there. I have been at Native pas where they kept spirits and wine, but my impression is that there was none at Paora's pa the night we were there, either brought by ourselves or supplied by the Natives.

1373. Where did you meet Rora in Napier the day you took her to Mr. Hamlin's office?—In the front of the late Provincial Buildings.

1374. How did you speak to her first?—She spoke to me first. I refused to shake hands with her for what she had done in summoning me.

1375. What did you do then?—She said, "I have done nothing." I said, "You sued me for £7,000; I have received the summons from Mr. Rees." She said, "That is his work, not mine."

1376. What then?—I said, "Have you not been to Mr. Rees?" She said, "Yes; I have been to him to summons Mr. Sheehan for the balance of Watt's money." I do not remember now whether she said it was Mr. Sheehan or Mr. Russell who had the money.

1377. Well, what about going to Mr. Cornford's office?—I wanted her to go and talk the matter over with Mr. Hamlin, that I might thoroughly understand the conversation. I do not thoroughly understand Maori. I could, however, understand what Rora said.

1378. And she was willing to go?—Thoroughly.

1379. Who was with her?—I do not think any one was with her at all. She was carrying a child upon her back.

1380. Do you think it right that she should be taken alone to your solicitor's office, with your interpreter present, and no one there on her side?—I should say perfectly right. She is by no means an ignorant woman, and I do not think the assistance of such lawyers as they have employed has been in the least satisfactory. Their advice has been terribly expensive.

1381. *Colonel Trimble.*] You were speaking about that document signed "F. Sutton." You said that you thought it was drawn in different terms?—Yes.

1382. Was it after reading the petition or the document that you thought so?—After reading the petition I was under the impression that the document was more definitely worded than it is.

1383. Now you are satisfied that this is the document?—Yes; I am satisfied about it. Foolishly I did not keep a copy of it—the only transaction of that sort in which I did not keep a copy of. Why I thought differently was this: I thought that the document absolutely gave Paora 350 acres for his own use. It would be so by inference. The arrangement was that he was to get the 350 acres independently of any reserves for the other grantees.

1384. You say that you acted as Mr. Coleman's agent in the matter of this purchase?—Yes.

1385. Did you owe him money or did he owe you money at the time?—Neither. I forget how the matter originated. There was an agreement between myself and Mr. Coleman that I was to sell to him. I bound myself to do so at the cost price. Why I went into it was this: a number of the Natives owed me money, and I entered into the arrangement I did with Mr. Coleman for my own protection.

1386. Then Mr. Coleman paid you what the Natives owed you?—Yes. I used to draw the money from Mr. Coleman in sums of about £300 at a time. Mr. Coleman trusted me to such an extent as to have the deed executed in my name.

WEDNESDAY, 26TH NOVEMBER, 1879.

GEORGE BUCKLAND WORGAN examined on former oath.

(Mr. Worgan's diary for 1871 produced.)

Mr. Worgan.

26th Nov., 1879.

1387. *The Chairman.*] The diary sent for to Napier has come down. It is for the year 1871, instead of 1870. I presume, therefore, that you will get but little information out of that?—I imagine not.

1388. *Sir G. Grey.*] Which house is the nearest to Paora's pa—Coleman's or Davie's?—Coleman's is the nearest. I do not know that it is very much nearer in a straight line.

1389. Which side of the bridge is Coleman's?—Coleman's and Davie's are both on the same side of the bridge.

1390. Yes; but is Coleman's house on the same side that Paora's pa is?—If I had a piece of paper I would make a sketch showing the relative positions of the different places. [Sketch showing the several places made and handed to Sir George Grey, and examined.] As far as I know that would be about the position.

1391. Did you know a person of the name of Morrison at Napier?—Yes; I knew a Morrison, a watchmaker, there. That is the only person of the name I remember.

1392. Did you ever go to Mr. Coleman's with Mr. Morrison?—I do not remember doing so.

1393. Do you remember ever going to Mr. Coleman's with a Mr. Morrison?—I really do not remember this man, Mr. Morrison, at all.

1394. Did you ever go with Mr. Sutton to Waipawa?—Yes, I believe I did. I cannot say that I actually remember the circumstance. I was with him at the Native Land Court. Whether I went with him there or not I cannot say.

1395. Was that the evening after you were at Paora's pa?—That I cannot say at all.

1396. Do you recollect Paora signing a deed?—Yes, I do very well.

1397. Was Mr. Sutton with you on that occasion?—I do not remember that he was. I think I have already stated that I have no recollection whether he was with me or not. I cannot speak positively.

1398. You gave the Natives spirits on that occasion, I think you said?—I do not think I said I did. It is very probable that I did.

1399. I think you said that you had a flask with you?—I think I may have had a flask with me.

1400. You cannot say that you did not give spirits to the Natives?—I do not mean to say that I did not.

1401. Did you ride to the pa?—Yes, I believe I rode to the pa.

1402. From Napier, or where?—I must have ridden from Napier, seeing that I was living there at the time.

1403. Were you engaged by Mr. Sutton to get this deed signed?—Yes, I think I had the management of the execution of the Awa-o-te-Atua deed for Mr. Sutton.

1404. Did you make a reserve out of the Awa-o-te-Atua Block?—No, I made no reserve out of the Awa-o-te-Atua Block. I made a reserve out of the Mangaroa Block on the site of Paora's pa, which I afterwards surveyed.

1405. Do you know how large that reserve was?—My recollection of it is, that it was 200 acres. I have the original map.

1406. Were you instructed to make a reserve out of the Awa-o-te-Atua Block?—No, I had no instructions to that effect.

1407. You did not promise any reserve?—No, I made no promise of a reserve.

1408. And Paora signed the deed without such promise having been made to him?—Yes.

1409. Did you interpret the paper to Paora in which a promise of a reserve was made to him?—No, I did not.

1410. Did you know Mr. Finlayson?—Yes. I knew two men of that name. They were brothers—William and Robert Finlayson.

1411. Did Mr. Sutton ever drive you in his buggy?—On one occasion.

1412. Where to?—Patangata.

1413. What kind of buggy was it?—It was a four-wheeled trap, with one horse.

1414. Was it a buggy with a double or single body?—I really could not say. I know it was a tolerably light description of trap.

1415. Was any one with you besides Mr. Sutton on that occasion?—No, there was no one else.

1416. That was the only time that you were in his buggy?—That is the only time I remember. I may have been with him in his buggy at other times, but I cannot say. I think I have ridden with him on other occasions. I think I remember driving with him once to a pa close to Napier—to Karaitiana's place.

1417. Did any one accompany you on that occasion?—No.

1418. Would the buggy hold another person?—I daresay it might.

1419. *Mr. Tomoana.*] When you and Mr. Sutton went out, how many were at the *kainga*?—At the Bridge Pa?

1420. Yes?—Well, there were several persons present, but I do not remember who they all were. I remember an elderly woman being there, whose name I do not at present recollect.

1421. *Sir G. Grey.*] I think you said just now that you were at the pa by yourself?—I must decline then to answer the question in that fashion. I do not remember Mr. Sutton going there with me.

1422. *Mr. Tomoana.*] Were you there alone when Paora signed?—I do not remember whether Mr. Sutton was with me or not.

1423. Will you say that you were alone?—No, I will not.

1424. How is it that you remember Paora's signing?—I remember that I went there for the purpose of getting the deed signed.

Mr. Worgan.

1425. Did Paora have anything to say to you?—Yes; we had a great deal of talk.

26th Nov., 1879.

1426. What did Paora say?—I really cannot remember the subject of the conversation. It was principally upon matters connected with his various blocks; but what the subjects were I cannot recollect.

1427. What did Paora say when you asked him to sign? What reply did he make?—I have a sort of faint recollection that he asked who else had signed the deed, and also how many others had signed.

1428. Is that what he spoke to you about?—Yes. I remember that there was some discussion of that nature.

1429. And did he agree to sign?—Yes, he consented.

1430. Did you agree to Paora's suggestion, that more than he should sign?—I cannot remember whether any suggestion of that kind was made. I remember at the time some other signatures had been obtained.

1431. Do you mean the names entered in the Crown grant?—Yes.

1432. When did Rora sign her name?—I do not remember Rora signing her name at all.

1433. Was it only Paora who signed when you went there?—I really cannot remember. I believe that he was the only one who signed.

1434. You believe that he was the only one who signed at that time?—That is my impression.

1435. Was it after that you and Mr. Sutton went?—I do not quite understand the drift of the question. Went where with Mr. Sutton?

1436. Was it after Paora signed that you went to Paora's place with Mr. Sutton?—I have no recollection of saying I went anywhere with Mr. Sutton.

1437. Did you not say that it was after that that you went with Mr. Sutton?—No, I did not.

1438. Did you not go and take spirits with you on one occasion?—I have already stated that I may have taken some spirits with me. I do not know whether I did or did not.

1439. Did not a woman escort you both to the gate when you were leaving Paora's place?—I believe there was a woman there. I do not remember Mr. Sutton being there. He might have been there.

1440. Do you remember this woman showing you both out to the gate?—I have already said No.

1441. But the bottle of spirits was consumed in the house?—I have not the least recollection. I am pretty well certain, when I come to think of it, that the Natives had some spirits of their own at the place. I may as well say at once that I have been a very great number of times at Paora's place, and have never been there without being asked to take something to drink. I have been there with Karaitiana.

1442. What was the name of the kainga you went to?—I think it is called Korongata. You will remember whether that is the name of the settlement or not.

1443. Can you not remember how many persons were in the place when Paora signed?—I may say positively that there were not many. I think there were several.

1444. Can you not tell us more of those who were there?—I really do not remember. The one who signed the deed as attesting witness would have been there undoubtedly.

1445. *Colonel Trimble.*] Do you remember whether there was only Paora, or more than one?—I know only one, Paora Nonoi.

1446. Did you know Paora Pahi?—Yes, I did.

1447. Is there any possibility of your confounding one with the other?—No; not the least likelihood of my doing so, so far as signing the deed goes.

1448. Could they both write?—I was just going to remark that I was trying to think over Paora Nonoi's handwriting. He signed a great number of deeds. I am doubtful whether he signed his own name or not. Paora Pahi wrote a good hand. He was a hump-backed fellow. Possibly I have confounded the two of them.

1449. Then when you said that Paora Nonoi wrote a good hand —?—I may have made an error in the statement.

1450. Did you know a Native named Nikera?—I knew a Native named Nikera, who was with Paora Nonoi. He was employed by me on the survey.

1451. Do you remember whether he was present at the signing of the deed?—I am rather under the impression that he was the attesting witness.

1452. Just think for a moment to see if you can recollect the circumstance?—I have been already trying to think of it. I am almost certain that he was the Native who was the attesting witness. I am under the impression—and it is a pretty strong one—that Nikera was the attesting witness.

1453. He was related to Paora?—He was related somehow by marriage. He was working with me a long time on the survey.

1454. Do you remember Rora Nonoi?—Undoubtedly.

1455. Can you not remember whether she was present?—I have been trying to recollect. I have been very frequently at Paora's place. His name was in the Crown grants of five or six blocks in the immediate neighbourhood of this block, Te Ava-o-te-Atua. At the time I was accurate as to each transaction; but at this distance of time the whole mass is confused and mixed up like a pack of cards.

1456. Do you remember the time that you were there?—It was in the afternoon. It was neither early morning nor late in the evening. It was some time during the day.

1457. Do you remember when you went to Waipawa?—I do not recollect going at that time. I may have gone, but I have not the least recollection.

1458. You are quite sure that you had not an ordinary bottle of brandy with you?—No. I am not at all sure that I had not. I do not think I would have taken the trouble to carry an article of that kind where there were abundant places on the road where it could be got. I may, however, have done so.

1459. Do you remember if there was any person under the influence of liquor?—I should say that in no respect whatever was any person under the influence of liquor. The meeting, as far as I can recollect, was a remarkably orderly one. Paora was at the far end of the whare, and women were attending on him.

1460. Do you remember what women?—No; I do not.
1461. Was it Rora?—No; I think it was a more elderly one.
1462. Had he a wife?—I cannot say whether he had or not at the time.
1463. What was the matter with Paora? You say he was being attended to?—He had been in ill-health for some time. The attendance consisted generally in looking after him.
1464. Did you know what was the matter with him?—I think he was suffering from a cold, or something of that sort. He had been complaining a great deal about that time.
1465. Was he deranged in his mind?—Oh, no.
1466. You are quite sure?—Oh, yes; quite sure. Just about that time, or a short time previously or subsequently, I made a settlement of all Paora's accounts with this very man Davie, whose petition this is. The accounts between Paora and Davie were, I remember, very much involved, and embraced a large amount of money. I remember that there was a good deal of difficulty in getting them squared up.
1467. Do you remember if that was before or after this transaction?—I am not quite clear, but I think this matter must have been before the making-up of the accounts; but I am not sure.
1468. Did you ever see Paora's will?—Well, really, that I cannot say positively. I have some sort of recollection of something of the kind, but it is not sufficient for me to speak positively about the matter.
1469. Was Paora fit to transact business?—On the occasion of this signature being obtained?
1470. Yes?—Oh, decidedly.
1471. What were his habits?—He was a man pretty much given to indulgence in spirits at times. He never got disorderly drunk, or anything of the kind, about European places.
1472. You spoke of carrying a flask with you, was it a large flask of spirits, or an ordinary pocket-flask?—I only say that it was very likely I had a flask. It might have been a bottle of brandy. It would not have been anything unusual or unlikely for me to have a flask. I think, however, it would have been unusual for me to carry a bottle of brandy, on account of its clumsiness. If any one says positively that I had a bottle of brandy I am not prepared to deny it.
1473. *The Chairman.*] Do you think, if we were to bring Nikera into the room, you would be able to recognize him?—I might.
1474. Do you think you could recognize Rora?—Oh, yes, most decidedly; because I saw so much of her. I have no doubt if I were to have a very few words of conversation with the Natives it would recall all the circumstances to my mind. I had some papers down here when the matter was brought to my notice at Wanganui. I requested my box to be sent down from Napier. I believe the box is in the possession of my father. I am only desirous of giving any assistance to the Committee that I can. If it is your wish, I would take the trouble to hunt up the papers.
1475. *Colonel Trimble.*] Do you remember Paora throwing the paper away?—No; I have no recollection of any difficulty whatever in the procuring of Paora's signature to that deed.
1476. *Mr. Sutton.*] Do you remember going to Waipawa with myself? I will mention a circumstance that may recall the fact to your mind. Perhaps you will remember Mr. Purvis Russell driving past while we were camped on the roadside between Pakipaki and Waipawa, somewhere near Te Hapuku's pa?—Was this to attend the Native Land Court? I remember your being at Waipawa with me, but I really do not remember your driving me.
1477. You do not think it is likely that you and I and Mr. Morrison drove out to Mr. Coleman's the evening before, saw Paora in the meantime, and then drove on to Waipawa?—It is quite likely that it was so; but I do not recollect it, really.
1478. You always kept very full notes in your diary at the time?—In fact I trusted my diary so much—to the adventitious aid it afforded—that my mind is not clear now upon many points.
1479. And you have been away from those scenes?—Yes, and have had many other things to think about.
1480. *Mr. Rees.*] Do you remember the deed of conveyance of the Awa-o-te-Atua Block from the Natives to Mr. Sutton?—I can only tell you generally, as far as my recollection goes, that Mr. Sutton's deeds of conveyance of all these blocks would have come either from Mr. Lee, Mr. Cuff, or Messrs. Cuff and Steadman.
1481. You managed, you say, this purchase of the Awa-o-te-Atua Block from the Natives to Mr. Sutton?—Yes.
1482. You acted as his agent as well as his interpreter?—Necessarily.
1483. Did you carry on all the negotiations for Mr. Sutton?—No; I did not carry on negotiations; I would be incorrect in saying that I was his agent, beyond getting signatures to the deed. It was my business to get the authentic signatures when he got the share.
1484. Was that the case in regard to Paora Nonoi's share? Was the business conducted by Mr. Sutton, you getting Paora's signature?—Yes, I think so; because I do not remember having any particular business with Paora about it. Very frequently in these negotiations I acted as interpreter for Mr. Sutton in the transaction. Frequently when Natives were talking in his own place he would ask me to come and assist him in the matter.
1485. First of all, did Mr. Sutton request you to get Paora's signature this time, when you got it?—Of course he must have done, or else I would never have got it.
1486. Did he tell you of any arrangement that he made with Paora Nonoi or Rora?—No; I have no special recollection beyond the fact that the arrangement was to purchase the share.
1487. Did Mr. Sutton at any time tell you that he had agreed to pay Paora two hundred and fifty pounds and give him 350 acres for a reserve?—He might have told me so; but I have no recollection of it. I have a very distinct recollection of a question of a reserve, but that question does not connect itself in my mind with the Awa-o-te-Atua Block. On the contrary, it was a question of a reserve in the Mangaroa; and that reserve I afterwards surveyed for Paora Nonoi.
1488. If you had made an arrangement with Paora for Mr. Sutton to give him a reserve of 350 acres, you would have had the reserve surveyed, and a note of it put on the deed?—Of course I would be in duty bound to carry out the arrangement in legal form.

Mr. Worgan.
26th Nov., 1879.

1489. Was it customary, when you managed these matters, to make promises of reserves, and to say nothing about them in the deed, or put nothing on the register?—I do not remember if that was the custom. I think that there were some cases where reserves were made that were not actually included in deeds—not specified at the time of the purchase—but were afterwards carried out upon some private arrangement made between the parties.

1490. Was that the custom?—I cannot say if it was the custom or not.

1491. In respect to this particular block of land, if you had interpreted a document to the Natives promising 350 acres to Paora Nonoi, would you remember it?—Oh, yes; I think there would be no doubt about that. It would be in connection with the deed itself.

1492. Did you ever hear from Mr. Sutton that he had given a written promise to Paora Nonoi for a reserve of 350 acres?—I have no recollection of it. I cannot say that he ever mentioned it to me. No; I cannot call the circumstance to mind.

1493. Do you remember stopping at Coleman's?—Yes; frequently.

1494. Do you remember stopping there with Mr. Sutton?—I believe that he was there one night.

1495. Was that the night you went to Paora's pa?—That is just what I cannot remember. It might have been the occasion of driving with Mr. Sutton and Morrison.

1496. In consequence of what Mr. Sutton said, do you now remember this Mr. Morrison?—It is a very hazy recollection of some traveller for Watt Brothers.

1497. In Napier?—For Watt Brothers. I am not certain.

1498. Did you know Mr. Fountain?—Yes.

1499. Where did he live?—He and Coleman lived together at the same place.

1500. Do you remember where you went after you got Paora's signature?—I do not. I should say the probabilities are we stayed at Coleman's. I should have gone to Paora's pa, and back to Coleman's. I do not say I did, but these were the probabilities.

1501. Is the Committee to understand, Mr. Worgan, that you recollect distinctly that portion of the transaction which had reference to Paora's signature to the deed?—Yes.

1502. You distinctly recollect that?—Yes.

1503. You have not the slightest doubt in your mind?—Not the slightest. The only doubt I have got in reference to it is whether he wrote his name or made his mark.

1504. Is the circumstance surrounding it under the slightest doubt?—No.

1505. Now, did you promise, on that occasion, by Mr. Sutton's direction, that Paora Nonoi should have two hundred and fifty pounds?—I should not like to say.

1506. I asked you just now if you had a distinct recollection of the whole circumstances surrounding the getting of Paora's signature?—Yes; but I do not remember the terms of the contract. I remember the act, but not the terms of the contract.

1507. If you had promised Paora Nonoi something not contained in the deed—two hundred and fifty pounds, for instance, in cash, and 350 acres of land—would you remember it?—I think so.

1508. Have you any doubt that such a circumstance would be fixed upon your recollection?—I can have no doubt.

1509. Now, calling back to the best of your remembrance, did you make a promise of two hundred and fifty pounds and 350 acres as a condition upon which Paora Nonoi should sign the Awa-o-te-Atua deed?—No; I do not recollect anything about doing so.

1510. Would you remember if Mr. Sutton gave you a written paper, and if you translated that paper to Paora: do you think you would remember that?—I do not suppose I should forget it.

1511. Do you remember if the second reading of the Native Lands Frauds Prevention Act had taken place at this time?—I should think it was about this time.

1512. Did you have any conversation about this time with Mr. Sutton about this Act?—Probably. I do not say I did. Probably I had.

1513. Where was Paora when he signed the deed—in what part of the whare?—He was in the opposite corner to myself, lying down on a mat.

1514. Was it arranged at all as to who was to be the witness to the deed?—I do not remember that there was any arrangement. I think I got hold of some Native to attest the signature.

1515. You do not recollect this circumstance, which Mr. Sutton suggests, of camping at Te Hapuku's pa on the road to Waipawa?—I do not recollect it. Very likely it was so.

1516. How far is Te Hapuku's pa from Mr. Coleman's: Te Hapuku's pa is about twenty-seven miles from Napier?—Coleman's would be about seventeen miles from Napier.

1517. That would leave Hapuku's place ten miles from Coleman's?—Yes. With reference to the box of papers I have in Wellington, if I got access to them I might possibly disinter some further information on this subject.

FRIDAY, 28TH NOVEMBER, 1879.

GEORGE BUCKLAND WORGAN examined on former oath.

(Mr. Worgan's diaries for 1870 produced and examined by witness.)

Mr. Worgan.
28th Nov., 1879.

The Witness: Mr. Chairman, this diary is a complete blank from the 1st September to the 14th September. If the Land Court were sitting at that time, the entries would be in my travelling diary—one that I kept at the time. No doubt I have that diary. I hoped that it was in the missing box. Thinking something might be wanted, I endeavoured to bring the box with me; but, through some mishap, I did not get it.

1518. *The Chairman.*] See if you can find any information in the diaries you have got bearing upon the subject-matter of the petition?—The last note that I have got here implies that my business practically ceased in Napier from the 31st of August until after the date the Court sat. From the 1st to the 14th September is a blank in this diary, showing clearly that all the entries from that date were in my travelling diary.

1519. Is there no entry on the 31st August?—Yes. (Diary referred to.) The day seems to have been spent principally in Napier, cashing money-orders, attending to some writs, paying away money. I see nothing else on that date. From the whole of the entries from the 29th August, I appear to have been in Napier the whole time. Mr. Worgan.
28th Nov., 1879.

1520. *Mr. Ormond.*] When is the next entry after that?—The 14th September.

1521. Where were you on the 14th September?—I must have been in Napier. Then, I see, on the 14th September I have this entry: "Furnished account to Sutton *re* Waipawa."

1522. *Colonel Trimble.*] The petition states that the things complained of took place about the 29th August?—I may have left on the 31st August. Manifestly I must have left in the afternoon. All this business that seems to have been done on that date could not have been done in a few hours. I see an entry here on the 27th July: "Received notice from Fannin, Native Land Court to sit at Waipawa." That would fix the date of the Native Land Court; so, if I left Napier to be present on the 1st September, I must have left on the 31st August.

1523. *Sir G. Grey.*] Can you ascertain from your diary the date on which the Native Land Court sat at Waipawa?—Yes.

1524. What was the date?—1st September.

1525. Were you in Napier on the 31st August?—Yes.

1526. Did you transact business there that day?—I did.

1527. Will you state the nature of the business as far as you can?—Well, briefly, it appears to have been money business of my own. I seem to have been making some arrangements for getting money, for I cashed an order for fifty pounds and one for a hundred pounds—probably making some monetary preparations.

1528. Did you attend the Land Court at Waipawa?—Yes, I did.

1529. When did you probably leave Napier for the purpose of proceeding to Waipawa?—Probably on the 31st August or 1st September. I should say in all likelihood that I left on the 31st August.

1530. What was the probable time of day on which you left Napier for Waipawa?—Well, it would appear from the nature of the business I was about that I left in the afternoon—after dinner.

1531. On whose account were you obtaining money in Napier?—On my own account—on my own private business.

1532. Did you cash the orders?—Yes, it looks like it. I cashed an order of Mr. Campbell's for fifty pounds with Kinross, and drew also one hundred pounds from the Bank of New Zealand from my own banking account.

1533. Then you must have gone on in the night to Waipawa?—That is not a *sequitur*. I do not say so. I do not think it is likely.

1534. How long would it take you to go from Paora's pa to Waipawa?—About the same time it would take me to go from Davie's. Yes; in fact, it would take a little longer, because Paora's place was out of the way—it was some way round.

1535. How many hours do you think?—I should have ridden from Pukahu to Waipawa in four or five hours comfortably, and probably stop here and there along the road. I could possibly do the journey in four hours.

1536. And how many hours would it take you to go from Napier to Paora's pa?—I suppose about three hours.

1537. *Mr. Ormond.*] I would only ask Worgan now if he remembers anything about Mr. Morrison, whose name has been mentioned?—No, I do not. The diary has not at all assisted me in that direction.

1538. Do you remember anything more than you have stated before in reference to your interview with Paora at the whare?—No, I have no further remembrance. My recollection of the interview with Paora consists in the fact of his signing the deed. That is the principal thing that weighs on my recollection.

1539. Do you remember whether or not you spent an evening at Fountain's—the same time you had the meeting with Paora?—I should not like to say anything positive about it. Judging from the circumstances of the work, it looks as if I rode out to Coleman's house from Napier on the 31st—either ridden or driven out—but that I cannot say with any certainty. I wish I had my other diary.

1540. Where can the other book be?—It was in my possession at Wanganui. I have kept these diaries carefully. They have been of great use to people at various times, and I do not think any of them are likely to be lost. I took a great deal of trouble to get the books here; but, to show how perverse things are, my little girl writes on the 14th that there was no steamer to send the books by before, and adds, as the "Manawatu" was leaving she would send them.

1541. Then the book is on its way?—Yes, probably.

1542. *Mr. Rees.*] Were you in the habit of making up your diary as you did the work every day, or in the afternoon?—I think I did both. Occasionally, after a thing was done I put it down in the office, if I was about. Sometimes I would put it down in the evening.

1543. Will you see if, by the writing, all the entries on the 31st were made from time to time, or in the afternoon?—The entries are in varied-coloured inks.

1544. Then they were pretty well made from time to time through the day?—Yes.

1545. Do you see anything about any powers of attorney, or papers of Davie, immediately about that time?—I see that on the 30th I had some business with George Davie about a will and a power of attorney. I lent him my horse and saddle on that day.

1546. Anything more?—I only see an entry here to the effect that on the 30th I had an interview with Davie on the subject of the power of attorney and will.

1547. Are you aware whether the power of attorney and will had any relation to Paora?—No; I cannot say. There is nothing here to show.

1548. Supposing this power of attorney and will had anything to do with Paora Nonoi's affairs, would it have been natural or likely for you to converse with Davie about Paori Nonoi?—Oh, yes! I think so.

1549. Would it have been probable, then, that Davie would have learned that you were going to

Mr. Worgan.
28st Nov., 1879.

call for Paora's signature?—I will not say; because, if I had business with two different people, I should have been very chary of letting one know the other's business. Acting, as I was, in Sutton's behalf, representing an opposing interest, I was not at all likely to speak to Davie of what I was about to do.

1550. Can you explain how you at first came to have anything to do with Davie's obtaining a power of attorney and will?—I was brought into contact with Davie through monetary claims of Paora Nonoi and Ihaka Kapo. There were accounts in which Kinross and Davie were interested, and there was great trouble in getting them settled. I think they made some sort of arrangement with me; but what it was I cannot now call to mind. Davie was to get some sort of assistance from me when payments were made to the Natives.

1551. From Mr. Kinross?—From myself also. I think, out of the Mangaroa and Pekapeka and another of the properties there, that Davie received over £1,400 in payment of accounts.

1552. Supposing you drove out, would you pass Davie's house?—Yes; I could not avoid it. It was on the roadside. In driving out it would be impossible to help passing it.

1553. But you do not remember driving there at that time?—I really cannot say. I have made all the effort I can to recollect.

1554. How were you paid, Mr. Worgan? Were you paid a percentage, or so much a signature, or certain fees by the day?—That was generally a matter of arrangement with my clients. I think the way in which I did business with Mr. Sutton was 10 per cent. commission on the transaction.

1555. Ten per cent. on moneys he paid?—Yes.

1556. Do you know what the consideration was for the Awa-o-te-Atua Block?—Of course I did, but I cannot recollect it now. I have a note of it somewhere, no doubt.

1557. Did you see any money paid to the Natives?—There was a lot of money paid to the Natives at odd times in connection with this block.

1558. Did you know when Mr. Sutton was in treaty with Mr. Coleman for the sale of the block?—No; I knew nothing about Mr. Sutton's private business.

1559. Were you ever present at any conversation between Mr. Sutton and Mr. Fountain about it?—I have heard Mr. Coleman and Mr. Sutton talk about the matter, but I do not remember any talk with Mr. Fountain.

1560. Do you know when they finally arranged about the price for the block and so on?—No; that I do not.

1561. *Sir G. Grey.*] Was your private house and office in the same building?—No.

1562. Then, did you keep your diary at your office?—Yes. I never took home any business books with me.

1563. Did you write your diary up every day?—Yes. The fact is, I had so much to do that I should have been astray entirely if I had not done so. It was useless to trust my memory where I had such a multitude of things to think of.

1564. You say that you saw Davie on the 30th, I think?—Yes.

1565. Was that on business connected with Paora Nonoi?—The diary does not say anything here to show that it was.

1566. Do you remember any conversation with him about the Awa-o-te-Atua Block?—No. Of course I have heard him talk about the matter, but I should not be able to tell you any particular conversation. I have stayed several nights at his place on the road, and have had several discussions with him as to what was going on, and I frequently gave him a good deal of assistance.

1567. Does he appear to be a client of yours from your entry?—He was in a measure. He was anxious to get land at the Raukawa Bush. So far as I was concerned he was a client of mine.

1568. How did you generally travel?—As a rule I rode, but occasionally drove.

1569. On what day did you lend your horse to Davie?—On the 30th August.

TUESDAY, 2ND DECEMBER, 1879.

The Hon. J. N. WILSON, M.L.C., appeared and gave evidence.

Mr. Wilson.
2nd Dec., 1879.

1570. *The Chairman.*] Mr. Wilson, I presume you are aware that a person named George Davie has sent a petition to Parliament relative to certain land transactions in Hawke's Bay?—Yes, I have heard of it.

1571. Can you give the Committee any information respecting the subject-matter of that petition? Would you like to make a statement?—I do not know that I can; I have had very little to do with any of these transactions.

1572. Would you like to see the petition?—I do not know I am sure whether it would be necessary for me to see the petition. I am quite ready to give the Committee any information I can. I should say that all that I have had to do in the matter was strictly in my professional capacity on two occasions of the transfer of the property; that is all. I should very respectfully submit to this Committee that nothing confidential or privileged can be asked of me, acting as I did for the purchasers on these occasions.

1573. Then is the Committee to understand that you decline to make a statement?—No, I do not decline in the least. I will answer any questions that are asked me; but I do not volunteer a statement in any way, except to give any information that may be properly asked of me.

1574. *Sir G. Grey.*] Did you arrange for the conveyance of the property from Mr. Sutton to Mr. Coleman?—I should say that I had nothing to do with it. I have no recollection of it at all. I have nothing in the way of papers to refer to here. Speaking from memory, I should say I had nothing to do with the transfer.

1575. Did you arrange for the conveyance from Mr. Coleman to Mr. Watt?—That I undoubtedly did.

1576. Did Mr. Coleman warn you that there was a reserve of 350 acres to be made in the property for Paora Nonoi?—Do you mean by that the reserve referred to in this petition? If so, I say

certainly not. I never heard of the 350 acres for Paora until a long time after the execution of that conveyance. That there was some understanding that there were to be reserves, there can be no doubt; but, as to this particular reserve, I never heard of that until a long time subsequent to the settlement with the Natives, which occurred in 1877. There was an arrangement made with the Natives, but it was not until long afterwards I heard of this transaction at all.

1577. You did not hear of it, I think you say, until the arrangement in 1877?—Not until after the arrangement in 1877—probably some six months; and then I heard of it in no authentic way.

1578. The arrangement that took place in 1877 was one by which the property was finally made over to Mr. Watt by the Natives?—Yes. I should say this, that if I had information of this reserve for Paora Nonoi, I should certainly have insisted upon the matter being cleared up; and, for that reason, I am absolutely certain that I did not know anything of it at the time. If I had I should most certainly have had the whole thing cleared up.

1579. Did you know that there was a promise to pay Paora £250?—No.

1580. Not even at the date of the arrangement with Mr. Watt?—No; I only know of it through reports of this Committee.

1581. *Mr. Sheehan.*] Between the years 1870 and 1877 you had a good deal to do with these properties—professionally?—What I had principally to do was on the occasion of the transfer of this property on the occasion of the sale with the Natives.

1582. During the whole of that time you never heard of any specific promise being made to Paora for the 350 acres?—To the best of my belief, No. I have not the slightest recollection of it, and I confirm that by saying if I had known it I would have insisted upon its being cleared up.

1583. *Mr. Ormond.*] Could you tell the Committee, Mr. Wilson, what Mr. Coleman conveyed to Mr. Watt?—It is very dangerous to talk without documents. He conveyed, I should say, the whole of his interest in the block; but I would not say positively without having the documents before me. The price paid was a large one for those times, and I should say that he conveyed his whole interest; but that I should say with more reserve, as the documents are not here.

1584. You could not say whether he guaranteed title, or not?—I can tell you that he absolutely did not. I have a perfect recollection of that. That was one of the stipulations. The understanding was that Coleman sold it just as he had it.

1585. *Mr. Sutton.*] Did you ever hear of any specific stipulation for reserves in this block?—I do not know, Mr. Chairman, whether I should be asked at all such a question, I acting as solicitor for the purchaser, and now for Mr. Watt's executors. I do not think I should be asked the question. There are matters not altogether settled with the Natives, and I do not think I ought to be asked the question. I submit that I should not be asked a question which involves private matters with my clients.

1586. I submit that the question is exactly the same as the one Mr. Wilson has answered?—One question related to things that are done with, and the other to things that are not settled. There is no petition relating to those reserves, and I submit that matters affecting them should not be gone on with. I may say this—if that is what Mr. Sutton wants to know—that there is no real misunderstanding with the Natives in the matter of these reserves. The principal reserves have been decided upon, and it is only technical difficulties that are in the way.

1587. I am not speaking of general reserves—I am speaking of individual reserves for individual Natives?—I submit that that is a question I should not be asked. I am not disposed to answer questions relating to the private business of my clients. That is not before the Committee. What I understand is, that this petition relates to a special reserve of a block of land. I consider that I am authorized in giving information upon that, as it practically does not involve the interests of my clients, but that does not apply to the other reserves.

Mr. Sutton: The defence to this petition is that the reserve now claimed was settled for at the subsequent settlement, and I think I am entitled to ask the question.

Mr. Moss: Mr. Sutton might ask the question, stating the particular reserve, and the particular person he refers to.

Mr. Sutton: In reference to this transfer from Coleman to Watt, I am referring to an arrangement made while the property belonged to Mr. Coleman. I wish to know if Mr. Wilson knows of any other specific reserve.

1588. *The Chairman.*] Have you any recollection, Mr. Wilson, of any arrangement of the kind?—I have a very great objection to answer that question at all. I shall say, in the absence of documents, that I have no recollection of anything at all of the sort.

1589. *Mr. Sutton.*] Did you never hear anything of this question from Mr. Watt, about the time the writ was issued against me?—No; never.

1590. Do you remember whether you were acting solicitor for Mr. Coleman at the time this transaction took place, or was Mr. Cuff?—In 1870?

1591. Yes.—I was not acting for Mr. Coleman in 1870.

1592. Then you probably would not hear of it?—No.

1593. Then you had nothing to do with it?—Except as far as I was concerned for the sale.

1594. *Mr. Ormond.*] Do you mean the sale from Mr. Coleman to Mr. Watt?—Yes; in fact it was Coleman and Fountain. I do not think—of course I am speaking without my books or papers—that I acted for Mr. Coleman for any great length of time before his selling the property. My first recollection of acting for him is when he dissolved partnership with Mr. Fountain.

1595. Have you any recollection of an agreement with Mr. Coleman and a Native named Paora Torotoro?—No; I have no recollection of it at all.

1596. At the time of the sitting of the Native Land Commission?—No; I do not recollect it at all. I do not say that there was not such a thing, only I have no recollection of it.

1597. *Mr. Rees.*] When the negotiations were proceeding between Mr. Coleman and Mr. Watt, was anything said about there being a claim by this man, Paora Nonoi, to 350 acres of the Awa-o-te-Atua Block?—I have already stated to the best of my recollection there was nothing at all of the sort.

1598. Then Mr. Coleman conveyed the interest of Paora Nonoi, as it appeared in the deed, without any reservation?—I say that I will not state what the effect of that document was without referring

to it. I should say roughly, as far as my memory goes, that Mr. Coleman, who had a transfer from his former partner, sold everything he held to Mr. Watt.

1599. And if Mr. Sutton had bought from the Natives, and there was no notice of this reserve, and without any reservation for it, subsequently sold to Messrs. Coleman and Fountain, and Coleman afterwards conveyed to Watt, the property, so far as Paora Nonoi's reserve was concerned, would have absolutely passed?—I do not think that is a question to ask me. It is a sort of proposition to prove itself. The Committee will see whether that is so. I say generally, to the best of my memory, that Coleman sold his entire interest as he held it, it being, as I have said, one of the stipulations that he was not to guarantee title.

1600. Have you ever known any transaction, Mr. Wilson, or any practice, where, in buying properties from Natives, reserves were promised them, but no notice taken of the reserves or agreements or contemporaneous deeds filed?—Well, that is a question that I can scarcely answer. It could not be said to be a practice. The whole nature of transactions in Native land is so different. I dare say, in the very few transactions that I have had, owing to the danger of giving these Natives reserves until the whole thing is done, the reserves might not be made at the instant. I should always protect the Native, although the thing might not be done at the exact moment.

1601. Ought the land to be sold without the reserve being made?—No; certainly not. The land ought not to be sold until the reserve promised was defined.

1602. *Sir G. Grey.*] You said, Mr. Wilson, that the price paid by Mr. Watt to Mr. Coleman was a large one?—Yes.

1603. Do you remember what it was?—Including stock, I think it was £30,000.

1604. Do you know what the stock was worth?—They were good sheep probably. I should say something like a fourth of that sum. I am speaking approximately.

1605. Was that for any other block besides Te Awa-o-te-Atua?—Yes; that included the Longlands property, including about 10,000 acres.

1606. *Captain Russell.*] Have you any idea of the relative value the improvements would have had to the property?—Considerable.

1607. Ten thousand pounds?—I would not say that; but no doubt there had been considerable improvements made.

W. L. REES, Esq., Solicitor, on former oath, examined.

Mr. Rees: I wish to make a statement more fully than I made in my examination in chief, with regard to the suit that was brought against Mr. Sutton. In the declaration it is alleged—

1607A. *Colonel Trimble.*] May I ask, before Mr. Rees begins, whether he is going to speak from his own knowledge or from hearsay?—From my own knowledge. I wish to amplify certain portions of my former statement. In the declaration it is alleged that after considerable hesitation Paora Nonoi signed the deed—that is, the deed of conveyance. I drew that declaration for Mr. Sheehan. I had not seen the Natives at all at that time, nor had I seen Davie. I took the paper—the paper writing—as evidence that Paora had signed the deed, and at the time I drew the declaration I believed that Paora had signed the deed. I may state that I was specially retained by Mr. Sheehan to draw declarations from papers given me. I drew the declaration believing, by this paper left by Mr. Sutton, that Paora Nonoi had signed this deed on the promise being made to him of 350 acres. I did not put the paper in the declaration, because to my mind it was not a legal document, being, in the language of lawyers, for a “past consideration,” but it might be evidence of the promise which had been made. After I myself went to Napier, which was in the beginning of last year, to take up these cases, shortly after Mr. Sheehan had joined the Ministry, I then learned from the statements of the Natives that Paora had not signed. Therefore I never proceeded with the action. Mr. Sutton demurred to the declaration. The demurrer in point of law was held good. It was alleged first of all that Rora should have taken out letters of administration under the English law to her father's estate, and also that there should be a writing sufficient to satisfy the Statute of Frauds, or else there was no cause of action. I was proceeding to take out letters of administration for the action—in fact, to reframe the declaration, determined to try again, and to put in the paper writing, after obtaining letters of administration—and again try the facts, when I heard this statement from the Native women to the effect that Paora had not signed the deed. I saw it was then impossible to prove that Paora had ever signed, and it was useless therefore to go on with the case. I do not know whether Mr. Sheehan was aware at the time I drew the declaration that the Natives had not signed. I had no conversation with him about it. I may state that I commenced a great number of declarations at the same time. Not speaking Maori myself, I had from very meagre information afforded by papers to prepare the declarations. I make this explanation, Mr. Chairman, because, from the nature of the declaration of the Natives, Mr. Sheehan might be accused of having departed from one statement to another. I have the original draft of the declaration, which I can produce if necessary. I had instructions from Mr. Sheehan that there had been a grievance. I never heard, however, of the promise of £250 until it had been stated by Mr. Sutton in evidence here. I should have proceeded with the action, and taken out letters of administration for Rora, but I had at that time learned that the statement of the Natives was that Paora had never signed at all.

1608. *Mr. Chairman.*] Have you anything further to state?—No.

1609. *Colonel Trimble.*] Are we to clearly understand that on the 1st April this action was entered by Mr. Sheehan? Are we also to understand that at that time you had the document in your possession promising Paora 350 acres?—I am not sure about that. I may state that about that time I was working in Mr. Sheehan's office on a special retainer. I may have seen the document.

1610. If you had not seen it, or if you had it in your possession, what do you mean by saying—as I understand you do say—that you did not put it in the declaration?—I did not say that I did not see the paper. I believe that I may have seen it; besides, your question was whether I had it in my possession.

1611. You tell us that Mr. Sheehan had given you instructions in the matter, and that you were acting for him?—Yes.

Mr. Wilson.

2nd Dec., 1879.

Mr. Rees.

2nd Dec., 1879.

1612. Are we to understand that you had not the document in your possession?—I do not say that I had not the document in my possession.

1613. You say that you saw it?—I believe that I saw it about that time.

1614. Will you tell us why you did not put it in?—Because it is for a “past consideration” —in consideration of “having executed”—and such a consideration is bad in law.

1615. You knew that in the demurrer they referred to the fact that you put in no document. What was your reply?—My reply was that the declaration was still good—that in equity the promises should be fulfilled or the value of this land given to Paora. That was my reply. The matter was fully argued in Wellington, but the Judges held that the Statute of Frauds applied, and that a verbal promise was not sufficient.

1616. *Mr. Ormond.*] Would you please give the date when you first became aware of this promise?—About the time the declaration was drawn.

1617. When was that; I forget?—At the end of March or beginning of April, 1877, I believe, I first heard of it. I heard about that time that the paper was in possession of Davie. I think I sent a letter to Davie about it.

1618. *Mr. Sutton.*] Did I understand you to say that you drew the declaration from instructions received from Mr. Sheehan?—I had general instructions from Mr. Sheehan. He retained me in these cases, and furnished me with the names of the blocks of land and the papers. All the information in the office was placed at my disposal, and I was to draw up such declarations as I thought necessary at the time.

1619. This was in 1877?—Yes.

1620. Mr Sheehan was fully acquainted with this matter of the document, and did not inform you that there was a question about Paora's signature?—I do not know what Mr Sheehan was aware of. So far as I then knew I believed that Paora had signed the deed at that time.

1621. You were on very intimate terms at that time with Mr. Sheehan?—Yes; very intimate terms.

1622. You did not think that he had a case of forgery; if he had, do you not think he would have mentioned it?—I do not think his instructions applied more to this case than others. There were about a thousand different cases.

1623. Of forgery?—Different cases—forgery, personation, grog-selling, deceit.

1624. None of these cases were substantiated?—Yes; Waaka Kawatini's against yourself.

1625. I think I understood that you intended to apply to the Supreme Court for letters of administration for Rora?—Yes.

1626. Was it not more usual to apply for letters of administration for the executor?—No; certainly not.

1627. Was not Davie executor?—I did not apply for letters of administration for the executor. He would have got probate of the will.

1628. Did you apply for probate for that particular will?—No. I never heard of the will until after I saw Davie.

1629. Then how were you going to apply for letters of administration for Rora?—Because she was beneficially interested in the property, and next of kin—she was Paora's own daughter; and I did not know of any will.

1630. And you were quite certain that you did not omit that paper from the declaration because Mr. Sheehan was threatened by Mr. Watt?—Certainly not.

1631. In fact you have heard nothing of this matter except through me?—The sole reason of that document not being put in was that, in my opinion, there being no seal upon it, it was no good in law; also that that document was for “past consideration,” and accordingly would not be held a binding contract.

1632. Did you know of the 350 acres, or of any unfulfilled promise, at the time of the settlement with Watt?—I can answer that question by saying that I do not know the time the arrangement with Watt took place.

1633. Did you not know anything of any unfulfilled arrangement three months before the issue of the writ?—No, certainly not—not one month. If, as I believe, the arrangement with Watt was made early in 1877, then I did not know until long afterwards. I drew that declaration early in April, so far as I remember.

1634. Are we to understand that you never saw that document previously?—No, I never heard of it.

Mr. M. J. GANNON, Shorthand Reporter for Native Affairs Committee, examined on oath.

1634A. *Sir George Grey.*] On page fourteen of Rora Poneke's evidence there is a question put to Rora by Mr. Sutton to this effect: “You have said that Paora did not sign. Do you know whether Paora could write his name? I do not think you said that he did not make his mark.” To which she answers, “I did not see him make a cross.” Is that answer correct, or did she say, “I did see him make a cross”?—I have looked over my notes. They show that Rora's answer to that question was, “I did not see him make a cross.”

FRIDAY, 5TH DECEMBER, 1879.

GEORGE BUCKLAND WORGAN examined on former oath.

[Copy of the deed of conveyance from Native owners of the Awa-o-te-Atua Block to Mr. Sutton handed to witness.]

G. B. Worgan: I remember this deed.

1635. *Mr. Ormond.*] Has your seeing the deed brought any other circumstances in connection with it to your memory?—I remember the execution of the deed by all the parties. I see the attesting witness was, as I thought, a Maori named Nikera—the same person I had in my employ on the survey.

Mr. Rees.

2nd Dec., 1879.

Mr. Gannon.

2nd Dec., 1879.

Mr. Worgan.

5th Dec., 1879.

Mr. Worgan.

Colonel Trimble: Is Nikera still here?

The Chairman: He was in the buildings about half an hour ago.

5th Dec., 1879.

1636. *Mr. Ormond.*] Have you been able to remember anything further about going out to get the signatures to this deed?—I have been able to remember nothing further than what I have already stated. My belief is that the signature of Paora Nonoi must have been obtained between the 31st August and the 14th September, either on an express journey for the purpose, or while travelling past his place.

1637. *Mr. Sheehan.*] You have been asked several times as to whether Mr. Morrison and Mr. Sutton accompanied you when you went to get Paora's signature?—Yes.

1638. And the answer you gave was to the effect that you did not remember?—Yes.

1639. Did you accompany Mr. Sutton more than once out of Napier in that direction for the purpose of getting deeds signed?—I might have done so.

1640. You cannot remember?—I remember two occasions very distinctly. It is very likely I may have done so oftener.

1641. Do you remember stopping with Mr. Sutton the night you got the signature at Fountain's place?—I cannot say that I remember it any way sufficiently clear as to swear to it.

1642. Is your memory at all strengthened by perusing a copy of the deed?—Yes; I remember—what I had supposed before—that a number of other Natives were also parties to the deed.

1643. Can you remember signing this attestation [attestation read]; also, looking at your declaration as interpreter on the deed, can you remember now, with any distinctness, who was present when the deed was signed [deed examined by witness]?—It is very odd: I do not remember Rora signing this deed at all.

1644. You see her signature there?—No, I do not think I do. Rora Irihapete's name is here. Is that it?

Mr. Sheehan: Yes.

Witness: I cannot call her to my recollection.

1645. You say that Mr. Sutton was present at the time?—No, I do not. That is a matter I cannot call to mind.

1646. You have read the deed through?—I have not read it through carefully.

1647. Is that the document in respect of which you obtained the signature of Paora Nonoi?—This is a copy of it, is it not?

1648. Is that a copy of it?—Yes, I believe it is a copy of the document.

1649. Was that the whole contract and consideration, as set forth in the deed, in which you were employed to give effect to?—I understand the consideration specified in this deed to be £900, payable amongst the whole of the grantees or a portion of them.

1650. Yes; it appears to be so.—I see only six names in the body of the deed. Would this £900 be payable to the six? I cannot myself say at all whether it would be so or not. I do not speak with any degree of certainty, nor do I think that £900 was the total consideration. The deed expresses that amount on the face of it.

1651. Is that, so far as you can remember, the instrument you interpreted into Maori for the information of the Natives?—Yes; I think this must be it.

1652. Does it contain any reference to a reserve?—I do not see any note whatever about a reserve.

1653. Did you make any promise of any reserve?—In this particular block?

1654. To that particular grantee, Paora Nonoi, in connection with the block?—I did make him a promise of a reserve, but I do not remember any promise in connection with the Awa-o-te-Atua Block. I think it is only right to say that there were several blocks of land immediately in this neighbourhood, and there was a general understanding that Paora Nonoi was to get a reserve.

1655. An understanding between whom?—I fancy amongst all the parties who were interested in the land.

1656. How was that understanding evidenced?—It was evidenced in part from the fact of my having laid out a reserve in the Mangaroa Block, which joins Te Awa-o-te-Atua Block.

1657. Is that the reserve in reference to which the general understanding existed?—Yes; I think that is the reserve.

1658. I think we understood you to say, Mr. Worgan, that the document which you have seen since you came here to give evidence, containing a promise from Mr. Sutton to give Paora Nonoi 350 acres, for the first time came to your knowledge here?—I said so certainly; and I cannot remember in such a way ever seeing that document promising the 350 acres, or ever having had anything to do with it, so as to be able to say positively that I know anything about the matter.

1659. Would you not feel bound if you were concerned in the transaction to make reference to such a document in the deed, had you been aware of its existence?—If the signing by Paora Nonoi depended on the promise contained in that document, I should feel bound to give effect to that promise, and see that it was carried out.

1660. You are of course aware, Mr. Worgan, that the law required you to state in the body of the deed the total amount of the consideration money?—Is that the case? I am not aware of it. The deeds were put into my hands by solicitors, and I interpreted them.

1661. But were you not bound to interpret the deeds clearly and fully, and to state the consideration paid?—Undoubtedly so; but there is this much to be said: that there may have been an understanding between the parties of which I knew nothing. It would not be at all an unlikely thing for the principal to say to a Native, "I want you to sign this deed, and if you will do so I will give you something." That might be done without the interpreter's knowledge.

1662. Then, I presume, from what you state now, that you were not aware of this promise of the 350 acres?—I cannot call any circumstance to my mind with reference to this reserve. All the circumstances in my mind point against this reserve being granted. I remember talking to Mr. Coleman, who was the leaseholder or purchaser of the block. He had, I remember, a great objection to any reserve being made. Mr. Coleman's anxiety was to have the reserve made in the adjoining block, Mangaroa.

1663. Then, so far as you are aware, from conversation with Mr. Coleman, he was opposed to the reserve?—That is my impression.

1664. How long did you remain in Napier after the deed was signed?—Let me see. I think I left Napier in November, but I am not sure; perhaps it was in November, 1870 or 1871.

1665. Did you see Mr. Coleman or Mr. Sutton in respect to this matter between your leaving Napier and the completion of that title?—Well, I do not know. I had a good deal of talk with Mr. Coleman at odd times about this block. I was staying out at his house for some days.

1666. You never heard from Mr. Coleman himself that such a reserve had been made?—On the contrary, my recollection of the conversation I had with him about it was that he desired that there should be no reserve in the *Awa-o-te-Atua* Block. Mr. Coleman had portion of the *Mangaroa* Block, and Mr. Campbell and Mr. McLean had other portions of the same block. There was an understanding amongst those three parties that the reserve should be made in the *Mangaroa* Block. I just give that explanation for what it is worth.

1667. Then you had no knowledge that a reserve of this kind formed part of the consideration for Paora Nonoi's share?—I cannot say that I had. I cannot at present remember. I would require my memory to be greatly refreshed to recollect anything of the kind.

1668. Were you not formerly in the public service?—Yes.

1669. In what capacity?—I have been General Government Agent on the West Coast.

1670. But before this transaction took place?—Yes; I have been several times in the Government service.

1671. You left the Government service on the East Coast?—Yes, and afterwards served again.

1672. Where did you serve again?—On the East Coast.

1673. Was that before you went on to the West Coast?—Yes.

1674. What was the reason of your finally leaving the Government service?—I left it, I think, at the change of Ministry, or something of the kind. I know that Mr. McLean ceased to be a member of the Government, and I left my work there and then.

1675. Was there any other reason?—You refer perhaps to my first connection with the Government service.

1676. Yes.—A dispute arose between myself and a Native named *Ihaka Whanga*, which has been the subject of parliamentary papers containing but half the truth. I beg to repudiate altogether the imputations against myself in those papers.

1677. The accusation against you, Mr. Worgan, was that you embezzled money belonging to *Ihaka Whanga*?—I give that the flattest denial.

1678. But you left the Government service in consequence of that accusation?—Yes.

1679. Did you leave on your own accord?—I resigned.

1680. Did you have no intimation that you would be called upon to resign?—Yes. After I resigned I was sent a letter saying I was dismissed.

1681. After that you were taken back into the public service?—Yes, twice; and after that I did *Ihaka Whanga's* business for years.

1682. You were examined, Mr. Worgan, as a witness before the *Hawke's Bay* Land Commission?—I was.

1683. Do you remember the evidence you gave in respect to that examination of yours?—Yes; perfectly well. You are referring to the *Kiwi* Block.

1684. In that case I understand that you had certified as interpreter that you had seen nine persons sign the lease, and that actually you had only seen five of them sign?—I cannot recall the exact evidence, but it is a matter in black and white. I discovered after that that two of the Natives who gave evidence before that Commission undoubtedly perjured themselves.

1685. Did you not admit in the box—?—I admitted that I had made a declaration that was not strictly true. There was a technical mistake.

1686. Was it not that you had certified that a certain person had signed in your presence who really had not signed?—That might have been.

1687. The point was, you will remember, Mr. Worgan, that you made a declaration that you had seen A, B, C, and D, sign a deed, and that declaration was not correct?—Yes.

1688. And that is what you refer to as a technical mistake?—Yes.

1689. Of course you are aware that the declaration you made had the force of an oath?—I am quite aware of it; but you will bear in mind that there was no use made of that deed.

1690. That is not the point. The declaration had the force of an oath, and, if false, subjected the interpreter to a charge of perjury?—Possibly, if it had been looked upon in that light, I would not have had much consideration shown me.

1691. In consequence of that your license as interpreter was suspended?—No.

1692. Are you sure it was not suspended for twelve months?—I am quite certain that it was not.

1693. Was there not a recommendation made by the Commission that it should be suspended?—Yes; but it was not acted upon; and I say that the recommendation was made in default of a thorough knowledge of the subject.

1694. What do you call a "default of a thorough knowledge of the subject"?—One of the Natives before that Commission deliberately lied when he said that he had not signed the deed. He said that he met me at *Waihua*. In looking over papers subsequently I found that he had been actually present and signed the deed. There were two Europeans to verify the fact.

1695. But there were some other Natives referred to in the declaration as having signed who had not done so?—The moral integrity of that deed I would stake my life upon, notwithstanding what you state.

1696. I am only asking you the question—notwithstanding the moral integrity of the deed—there were some Natives who did not sign, but who were certified to in the declaration as having signed?—The *Blue Books* are there, where the circumstances can be referred to. It is hardly fair to call upon me in regard to the matter.

Mr. Worgan.
5th Dec., 1879.

1697. This was before you came to Napier to practice as interpreter?—No; I fancy I was practising in Napier and Wairoa simultaneously.

1698. At the same time?—Yes.

1699. Was it shortly after the execution of this deed that you left Napier and went to the West Coast?—I left after the execution of this deed.

1700. I mean to enter the public service?—Yes; it was after the execution of this deed that I left to enter the public service on the West Coast.

1701. In what capacity did you go?—I went as Agent for the Government, and to settle land claims.

1702. As a sort of Civil Commissioner?—Well, I do not know. There was some dispute about the term "Commissioner." I was, to all intents and purposes, a Government Agent.

1703. You had to do with reserves?—Yes, and land claims generally.

1704. Between the Government and the Natives?—Yes.

1705. You were also employed by the Government to purchase reserves?—Yes.

1706. And extinguish Native titles over them?—Yes.

1707. Was there not a Commission appointed to inquire into some charges that were made against you?—Yes.

1708. Do you know what the result of that Commission was?—The result of that Commission was that I left the service.

1709. That was the effect of the Commission. Do you remember what the finding of the Commission was in substance?—Well, I never had a very high opinion of that Commission from the beginning to the end, as far as it went. They said that they had proved certain charges.

1710. Did not the Commission, after taking evidence on oath, report to the effect that, out of £800 to be paid by you to Natives, only £200 or a little over had been paid to the Natives?—I have no recollection. What Commission are you referring to?

1711. I am speaking of the Commission that sat last year?—I never saw or heard of it.

1712. The one Mr. Parris conducted?—I know nothing further of it, except that I know it sat. I should like very much to see the report.

1713. Have you heard anything of the finding?—No.

1714. Then what Commission were you referring to?—To the Commission of 1873.

1715. That was the Commission out of respect to which you left the public service?—Yes.

1716. Did you give evidence before the Commission to which I am referring?—Yes, before Mr. Parris.

1717. But you do not know the result of that Commission?—I heard nothing of it beyond the fact that I attended the Commission.

1718. What was the nature of the charge against you in 1873?—It is all in the Blue Books.

1719. I only want the substance of it. I do not expect you to give the details at this lapse of time?—I suppose the gist of the matter was that I had some private interests in transactions that I should not have had. That was the assumption.

1720. That, acting on behalf of the Government, you were also concerned for some private persons?—Yes.

1721. Can you remember the substance of the charge against you on the second Commission?—There was no charge made against me. I was asked to attend as a witness.

1722. Can you mention in substance any of the facts of the examination?—The statement before the Commission was that two Natives had not received the full amount of money they were entitled to for a block of land.

1723. A block of land that you were purchasing on behalf of the Government?—Yes. I do not know, but the petition may be before this Committee. I attended a Committee of the House on one occasion in reference to it.

1724. I think you said before the Committee on a previous occasion that Paora Nonoi signed the deed himself?—Yes. I made two statements in reference to that. I said first that Paora Nonoi wrote a good hand; I subsequently stated that I had some doubts on that subject—that I might have confused Paora Nonoi with Paora Pahi. That, as Paora Nonoi had signed a number of deeds, there would be no difficulty in ascertaining whether he wrote his name or made his mark.

1725. Do you see by referring to the certified copy of this deed if he made his mark. [Copy of deed handed to witness]?—Yes; it looks like it.

1726. Will you undertake to swear that Paora Nonoi made his mark?—That I am perfectly certain about.

1727. That he signed this deed in your presence?—Yes.

1728. It would not be like the case that occurred at the Wairoa?—Not the slightest likelihood. All the circumstances were so totally different.

1729. I do not mean to say that there was an offence. I am taking it on your own footing. You said you had no doubt about the "moral integrity of that deed"?—In the Wairoa it was quite possible to make a blunder. That I did do so in that case even I am by no means clear. But in a matter of this kind there was no possible difficulty in the way.

1730. *Mr. Mohi Tawhai.*] What is the name of the block of land referred to in the petition?—Te Awa-o-te-Atua.

1731. In which block do you say the reserve was made?—In the Mangaroo—the block adjoining.

1732. Have the Maoris possession of reserves there?—I cannot say what their legal position is. I made a reserve. Whether that reserve was confirmed by deed or not I cannot say.

1733. Was the reserve you made in the Mangaroo Block in the name of Paora Nonoi alone?—The map of the reserve I sent for. It is here; probably that will show. [Map of reserve in the Mangaroo Block produced.]

1734. *Colonel Trimble.*] Is Paora Pahi's place near that reserve?—No, it is not.

1735. *Major Te Wheoro.*] Were you the interpreter with Mr. Sutton on that occasion?—I was acting for Mr. Sutton. I did not say I went with him on that occasion.

1736. Did you translate the agreement from Mr. Sutton promising a reserve of 350 acres to Paora Nonoi?—I do not remember doing so. Mr. Worgan.

1737. On how many different occasions did Mr. Sutton go to Paora Nonoi's pa, relative to buying that land?—I cannot say. 5th Dec., 1879.

1738. Can you not remember the time you went with Mr. Sutton?—I cannot.

[NIKERA TE KOU recalled.]

1739. *The Chairman.*] Do you recognize that Native as the attesting witness to the signature of Paora Nonoi to this Awa-o-te-Atua deed?—Yes; I think that is the man.

1740. What is his Christian name?—I only now remember his name—Nikera. I probably knew his other name, but I do not recollect it now.

1741. You are sure that he witnessed the signature of Paora to the deed?—Yes.

1742. *Sir G. Grey.*] Do you recollect whether he wrote his name or made his mark?—I do not recollect. What does the deed say? He probably wrote it.

1743. Do you know the reason why the name of Paora Nonoi and his daughter are mixed up in the declaration on the deed where it says "Signed by the said Paora Nonoi and Rora Nonoi, the deed having been first translated," &c.?—I fancy her name did not appear in the Crown grant of the block. I do not remember any particular reason for her name appearing in the deed.

MONDAY, 8TH DECEMBER, 1879.

GEORGE BUCKLAND WORGAN examined on former oath.

1744. *The Chairman.*] Have you discovered the diary you expected to find?—The diary has not come; and, in fact, none of the diaries are in the box. I had no idea what the contents of the box were until it was broken open. I have come across some of the books and old memoranda, and I have my memory very considerably strengthened in consequence thereof. Mr. Worgan.

8th Dec., 1879.

1745. Are the Committee to understand that you wish to make a further statement in reference to the petition under consideration?—I think I can tell the Committee a little more about it, through my memory being revived. I have here the actual *Gazette* of the Native Land Court which sat at Napier and Waipawa; and the notes I made in it have brought to my memory many things connected with that Court. I am now of opinion that Mr. Sutton drove me out of Napier to attend the Land Court at Waipawa.

1746. Did you go direct, then, from Napier to Waipawa?—No; I lent my horse and saddle to Davie, and drove from Napier to Coleman's place, where I stayed. Rode to Paora's pa to get his signature, and next day drove on to Waipawa. I picked up Davie there, and did some business with him.

1747. Have you anything further to state?—Yes, a little more, that might be some service to you. I find that I had business with Paora Nonoi and this man Nikera, in the shape of some surveys to make for them, in which Davie was more or less mixed up, and which brought me in constant contact with these people. I find that I surveyed Te Kuwha Whakakoro and Whakatangiaue for Paora and Nikera Matahiko. I suppose that is the Nikera who was here the other day. He was my assistant in the survey of these blocks. Other matters are called to my recollection—namely, that Karaitiana was with me on several occasions at Paora Nonoi's place in reference to the reserves in various blocks which were to be made. Karaitiana was no doubt fully informed by me of whatever was the nature of the transaction I had been engaged in in regard to lands in which Paora was interested—although I have not at present come across the requisite memorandum, which I have no doubt I have, of what the various reserves were, and in what blocks they were situated. I left the matter pretty fully in Karaitiana's hands to communicate with me at subsequent dates, when he was ready to go into the matter thoroughly. I may say that Karaitiana several times wrote to me while I was in Wanganui, asking me if I would go to Hawke's Bay and assist him in these matters. Some two and a half years ago he asked me to go to Napier for that purpose. Is there any doubt about Rora's signature, because I have a couple of letters of hers here which might be of some assistance towards identifying her handwriting? [Letters produced.]

1748. *Mr. Sheehan.*] We have not got the original deed. It would not follow, as a matter of fact, that these letters were written by her? Very often such letters might be written by one of the tribe?—Yes; that is so.

1749. *The Chairman.*] Have you anything further to state?—I wanted to say a few words about the question raised by Mr. Sheehan last Friday, in reference to a petition before the House. If I am at liberty to say a few words about it, I would be glad.

The Chairman: Proceed.

Witness: Mr. Sheehan referred to a petition or report from a Royal Commission, and said, in effect, that some money which I had received had not been paid to the Natives. Mr. Sheehan said so, if I remember rightly. I want to state this most distinctly—that every farthing I ever received from the Government to pay to Natives, the Natives have received. In this case I have abundant evidence to prove that the money was paid, and to them; but it was not paid to the right people. I did my best to make the thing thoroughly understood by all parties as to how the case occurred. That is all I wish to say.

1750. *Mr. Sheehan.*] You spoke just now, Mr. Worgan, with regard to the result of this Commission against you on the West Coast?—Yes.

1751. You are aware, of course, that that was a Royal Commission?—Yes; so I have been given to understand.

1752. You were summoned to attend as a witness?—Yes, as a witness.

1753. You had notice of what the matter for inquiry before the Commission was?—Yes.

1754. And an opportunity of calling any evidence which you might have desired with respect to yourself?—That I deny most distinctly.

1755. How did you come not to have that opportunity?—The evidence that I would have called, had I known the thing was coming about, would take a considerable time to get together. There were also documents that I would have required to produce.

Mr. Worgan.

1756. Will you explain, Mr. Worgan, why you did not do so?—I looked upon the inquiry merely as one to come to some conclusion.

1757. Was not the inquiry to find out if you had made use of certain money?—I do not know.

1758. Do you not know that was the *gravamen* of the charge?—I do not know.

1759. What was the object of the inquiry?—To ascertain whether a petition originally brought before this Committee, and with reference to which I attended as a witness. The object was to ascertain whether or not justice had been done to the Natives who complained as to the way their land had been dealt with on the Coast. I never imagined that there was a charge against me for using their money.

1760. Do you not remember the report?—I am sure I never saw it.

1761. Never heard of it?—Never heard of it at all.

1762. Do you mean to say that you never heard, as a matter of fact, that there was evidence that you had not paid these moneys to the parties who were entitled to receive them?—I never heard anything of the sort. I was left in total ignorance of the matter.

1763. Where were you when the Commission sat?—At Wanganui.

1764. Were you there in the beginning of the Commission?—I think I attended twice.

1765. Were you long there while the Commission sat?—I was there some little time. I cannot say how long.

1766. You could have been there every day?—I do not think I could. I was very busy at the time.

1767. But if you had chosen?—Yes.

Mr. Sheehan (to the Chairman): I would like the papers relating to the Commission to be produced.

The Chairman: To what papers do you allude?

Mr. Sheehan: The report of the Royal Commission. I do not think it was published. It was laid on the table of the House.

Mr. Ormond: Before going into that I would like to know if it is advisable to introduce extraneous matter.

1768. *Mr. Sheehan* (to witness).] Do you remember about what time it was that you ceased to be employed in the public service owing to Ihaka Whanga's matter?—I have no very distinct recollection of it.

1769. Do you remember the year or the month?—That is what I cannot tell.

1770. When did you enter the public service?—I think somewhere about 1862.

1771. How long were you in the service before this matter occurred?—I really cannot remember what length of time. I think about twelve months.

1772. That would make it about 1863 or 1864?—Yes.

1773. When did you again enter the service after that?—About the time the Te Kooti business broke out on the coast.

1774. In 1867?—Yes.

1775. How long did you remain in the service?—Not very long.

1776. Did you state how long?—Somewhere about nine or ten months.

1777. In what capacity were you then serving?—I was assisting the officer in charge of the district. I was a sort of Native agent.

1778. In Wairoa?—Yes. At that time I was a licensed interpreter and surveyor.

1779. When you left the service a second time what did you do—start business in Napier?—Yes, I did so.

1780. And after that you re-entered the public service on the West Coast?—Yes; about November, 1871.

1781. And after that date you practically ceased to carry on business in Napier?—Yes. I left Mr. Josiah Hamlin to finish any work I had to do.

1782. *Colonel Trimble*.] You say that you saw Davie at Waipawa?—Yes.

1783. On the day after obtaining the signature of Paora?—I will say not the day after, but during the sitting of the Land Court.

1784. You are not sure of the day?—No.

1785. Did he speak to you at all about the signature to the deed?—I cannot remember that we had any talk about the signature, or having direct reference to that deed; but I think he must have been aware that that deed had been fully executed, and would be completed.

1786. Do you recollect him making any remark about the signature at all?—I cannot say that I did.

1787. Do you remember him asking about the promise of the land to Paora—the reserve?—No; I do not remember.

1788. Would you be likely to remember if the matter had been brought specifically under your notice?—I doubt very much whether I would have considered Davie in the matter. He must have known that I was engaged in acquiring the signatures for this block, and I would not let him interfere.

1789. Were you aware that he held a power of attorney at that time?—I do not think he did. I am very doubtful about that.

Mr. Sheehan.

Mr. J. SHEEHAN, M.H.R., examined on former oath.

1790. *The Chairman*.] Do you wish to make a further statement?—I wish to give further evidence.

1791. Will you proceed, then, with your statement?—The first matter in respect to which I wish to give evidence is in regard to the allegation by Mr. Sutton to the effect that this promise of the 350 acres was well known to all the parties deriving title through him. I may say that I went to Napier in 1873; in fact, my business connection practically began in 1873, at the sitting of the Hawke's Bay

8th Dec., 1879.

Commission. I met Mr. Coleman—the person who then held the title—upon the question of trying, if possible, to remove the doubts as to the *bona fides* of the several transactions comprised in the purchasing of his estate. Some time during the Commission, or during the interval between the sitting of the Commission and the time the charge was brought against Henare Tomoana, heard about that time, Mr. Coleman's interest was transferred to Messrs. Watt and Farmer; the solicitor in the case being the Hon. J. N. Wilson, on behalf of Messrs. Watt and Farmer. At that very time negotiations of a practical kind began between the Natives and Messrs. Watt and Farmer through myself, and the prices offered for a good title ranged from £3,000, to begin with, up to £17,000, when the matter was, after negotiations extending over a period of four years, settled. This brought me into contact with every person who had to deal with titles in Hawke's Bay, except Mr. Sutton himself. That transaction required me, I think, on a dozen of occasions to search the titles, and I believe I can safely say that I have transcribed the substance of every deed on the registry. I am in a position to say that from the beginning of the title to the end of it there was not a single word to indicate the existence of any such promise, or to make it binding on any person deriving title from Mr. Sutton. A great many deeds in relation to the land are between Maoris and Europeans; there are also transactions between Europeans and Europeans in regard to past transactions with Maoris. There is a transfer from Mr. Sutton himself to Coleman and Fountain, and another from them to Messrs. Watt and Farmer. Throughout the whole of these deeds there is not the slightest suggestion of the existence of this promise.

1792. *Mr. Wakefield.*]—The promise of the reserve?—Yes, as to the promise of this reserve. The matter was of very great importance indeed, and occupied a very large portion of my time for the four years I was in Napier negotiating. It led to numberless interviews with the Maoris themselves, who were in the Crown grants, and also with the Europeans whose titles were sought to be made good. Every possible defect in the title, not only in this transaction but in every other, was weighed, discussed, and examined by solicitors acting on both sides, in the presence of the parties; and, from the beginning of the negotiations to the end of them, none of the parties ever referred in the most distant way to any promise of this kind binding on them. I believe myself that, excepting from the statements of the Natives, we were absolutely ignorant of it, and that Mr. Wilson was ignorant of it also. I suppose on three or four different occasions I submitted to Mr. Wilson, the solicitor for Messrs. Watt and Farmer, an abstract of title from my point of view—that is, from the point of view that their title was bad, and required confirmation. Each item was gone into thoroughly, one by one; and at no one time throughout the whole of this negotiation did it ever transpire that any promise was made or known to the parties concerned. I gather from the tone of Mr. Sutton's evidence that this promise was deemed to have been wiped out by the settlement made with Mr. Watt through myself. I may say, as to that, that there is not a particle of foundation for such an assumption. From the beginning of this negotiation to the end of it, Mr. Sutton was never referred to or spoken about, except so far as his name figured in the title. The whole transaction took place altogether independent of any and all previous transactions. My undertaking with Messrs. Watt and Farmer was that, so far as the condition of the title then stood, I would give them a legal conveyance of all the interests of the surviving grantees. There were one or two cases where the grantees were dead, where there had been no formal appointment of successors, and in these cases the signatures were taken of the people likely to be appointed; and it was understood that when they were so appointed by the Native Land Court they would ratify the contract. Mr. Sutton also stated in his evidence that "I was informed by Mr. Watt, about the time that the writ was issued, that he had notified to Mr. Sheehan that if he raised the question in such a way as to affect his title, as that document would, he should immediately prosecute him criminally, and move to have him struck off the rolls." I may say that Mr. Watt was the principal negotiating party from the beginning, during the four years the matter was in hand. When I first went to Napier, outside of the Natives themselves—the Napier gentlemen present will understand me—the only person with whom I had any relations of a friendly nature was with Mr. Watt. We became friends at that time, and remained so without a break until the time of his death. I believe that I can safely say that I was the last Napier person who saw Mr. Watt alive in Auckland, and I affirm absolutely, from the beginning of the transaction until the end, nothing of the kind was ever said to me by Mr. Watt and I believe, on my oath, never was said by him to any other person. I told Mr. Watt at the earliest possible moment of the discovery of this written promise. Mr. Watt knew perfectly well that it did not effect his title in any way whatever—that he was quite safe, and that any remedy, if there were one at all, was against Mr. Sutton. The reason I am myself so positive that these 350 acres never formed any part of the other side's knowledge of the title I think I can explain very briefly indeed. There were two blocks of land covered by the settlement—the one, the Kakiraawa Block, and the other, the one now under discussion—the Awa-o-te-Atua Block. These two blocks were originally held by different grantees. In the Kakiraawa Block there were certain reserves which had been made at the time of the lease of the land by the grantees. Both blocks were leased in the first instance. The reserve in the Kakiraawa Block was about 340 acres, lying mainly along the Great South Road. In this, the Awa-o-te-Atua Block, the only reserve shown upon the plan was one for 25 acres, at what is called the Willow Pa. I am not sure if that is the name of the place. Now, the main subject of discussion in the negotiation for the last twelve or fifteen months was entirely a question of reserves. The Maoris alleged there should have been 340 acres reserve—I think it was 340—in the Awa-o-te-Atua Block. All parties interested said that there was no promise of any reserve in that block beyond the 25 acres—that is to say, 25 acres out of the 6,000 acres. In settling the title Messrs. Watt and Farmer agreed to give, I think, 400 acres—I would not be quite certain whether it was 400 or 600 acres—along the Bridge Pa, near Te Awa-o-te-Atua Block, referred to by one of the witnesses. From the beginning to the end, this matter of the promise never transpired; and I myself, when first told of it, in the absence of documents, declined to entertain the subject when told by Natives, because there had been so many similar allegations made before the Commission, with no other testimony to support them but that of Maori witnesses. I am not quite sure whether Davie, in giving his evidence, stated when he returned to Napier after his two years' absence. I fancy he returned somewhere about 1877; but whether he returned before

Mr. Sheehan.
8th Dec., 1879.

Mr. Sheehan.
8th Dec., 1879.

or after the completion of the title I cannot remember. In any case, intimation of the document was given at once when it was found. I may add, in regard to Mr. Watt, that he had only shortly returned from Auckland to Napier when he died. I was in Auckland at the time of his last visit, while this case was going on in Napier; and, so far from a threat being used to strike me off the rolls, I spent a great deal of my time in his company. I went to the races with him, and dined with him at the Club.

1793. *Colonel Trimble.*] Where did Mr. Watt die?—In Napier.

1794. When?—I am not quite sure of the exact date. I know it was shortly after the Auckland races. In fact, I may say that up to the time of his death I was as intimate with him as I am with any member of the House.

1795. *Mr. Sutton.*] Mr. Watt only died this year?—I think it was after the races in Auckland—the January races. But I wish to state that neither Mr. Watt nor Mr. Farmer, or any person acting for them or under them, ever at any time even complained of the fact that this promise was being brought forward, much less talk about striking me off the rolls. The Committee will understand the importance of that statement when I tell them that, up to a few days of Mr. Watt's death in Auckland at the Club, for about three weeks before he died I had frequent conversations about the outstanding matters, and the appointment by the Court of successors for the deceased grantees. If Mr. Watt ever harboured such an idea or dreamt of such a thing he had dozens of opportunities to bring the matter forward. That is all I wish to say.

1796. *Colonel Trimble.*] I want to ask if Paora was living when you entered upon the case in 1873?—He died, I think, between the sitting of the Commission and the hearing of a charge against Mr. Henare Tomoana. There was an interval of about a month. The case of Henare Tomoana came on shortly before the time Parliament was to meet.

1797. Had you any interview with Paora?—No. At the time the Commission was sitting he was too ill to attend to give his evidence. The Commission sent out to his place to get his evidence.

1798. During these negotiations you say that a smaller reserve of twenty-five acres was reserved?—That reserve is shown on the lease.

1799. Do you mean to say that the 350 acres, of which there was a written promise, was never mentioned during this transaction?—Not in a single instance from the beginning to the end until Davie arrived.

1800. When the negotiation began in 1873 Davie was then in Napier?—Yes.

1801. And for some years after?—I cannot say.

1802. He was only absent for two years?—I was not aware of his movements. I only went to Napier on special business in relation to the Commission.

1803. If he was there in 1873 to 1875, did he never come forward to say anything about this written document?—I cannot say. Let me explain to you. I went to Napier in April, 1873, on special business relating to Henare Tomoana's case, and I declined to take up other business.

1804. Then you were not concerned in this?—No; I went away in March, I think, from Auckland to Napier, and returned in April to Auckland—at all events, shortly before Parliament met. I returned again to Napier about February. I was Provincial Secretary in Auckland, and was detained there at the time in connection with my duties. So far as I remember Davie was in Napier during the Commission, and he brought Paora Nonoi's will and power of attorney to me. He wished to obtain my advice in reference to them. I told him I did not care about taking the matter up.

1805. He said nothing about this 350-acre promise?—No.

1806. Had you anything to say to Rora Nonoi about it?—Yes.

1807. Did she tell you anything about it?—I told you I went to Napier on special business. Rora, with other Natives, then spoke to me of a promise of the reserve.

1808. About the 350 acres?—I think it was about 350 acres. I asked them if they had any documents.

1809. Had they any documents?—They said they had some, but they could not find them. They went back to their place to look for a document they said they had. They could not find it. I looked upon the matter as hopeless without the document. There were at that time about two hundred and fifty cases on the list which was submitted to the Commission, and all of a similar kind. I was not long there before I saw that in some instances the allegations were without foundation, and in most of them without any written evidence.

1810. But, as a matter of fact, although there was written evidence in existence from 1873 to 1877, there was no attempt made to produce the written document?—No. It was not known that Davie had it. It was a surprise to me when Davie returned and produced the document.

1811. *Mr. Ormond.*] What knowledge have you, Mr. Sheehan, of the relations between Mr. Sutton and the parties he sold to—Messrs. Coleman and Fountain: I mean when you inquired into the title, what knowledge did you get?—The title was very involved, but I think I can give you a fair opinion. There was a lease first of all before the land passed the Court, and the land in occupation. After the land passed the Court the legal title begins. The lease of these two blocks was taken up, I forget by whom.

1812. *Mr. Sutton.*] Mr. Tanner.—Then Messrs. Coleman and Fountain got the lease from Mr. Tanner. The lease was for twenty-one years. The deeds specified that the lessors retained certain portions of land shown on grant, and that a reserve was to be made in the Kakeraawa Block. From my own knowledge acquired of the matter I believe the reserves were laid down according to arrangement specified in this deed. In the Awa-o-te-Atua Block only one reserve was shown. When I reached Napier in 1873 the title was vested in Coleman. He was the lessee in possession. At the time of my arrival in 1873 mortgages had been obtained from certain of the grantees. Some of the grantees at that time had neither mortgaged nor sold. They had retained their interests in several of the blocks. Henare Tomoana had not sold in the Kakeraawa Block, nor Karaitiana in the Awa-o-te-Atua Block. They were, I think, the only two in those two blocks who had not dealt in some way with their shares. Mr. Sutton purchased a great many of the interests, if I remember rightly. I opine that he was buying for Coleman, from the fact that in the title there is an agreement between

Sutton and Coleman, in which Sutton agrees to acquire the interests of the grantees of these blocks for £300 apiece, and to transfer to Coleman the interests so acquired. I cannot tell the exact terms. I presume that Mr. Sutton's connection with the title must have been a continuous one until he conveyed to Watt or Coleman, whichever it was. I may state that the real thing thought of in connection with these negotiations was the allegation of Karaitiana that a promise had been made of a reserve of 400 acres in the Awa-o-te-Atua Block. I remember taking him to the Registry Office in Napier in 1873 and showing him the title and plan of the deed, and pointing out to him that the reserve in the Awa-o-te-Atua Block was twenty-five acres.

1813. Did it appear in your research into the title that Mr. Sutton was practically agent for Mr. Coleman and not buying for himself?—As I have said I should opine from that agreement on the registry that Mr. Sutton had undertaken to acquire those interests for Mr. Coleman.

1814. Did it appear that Mr. Coleman or Mr. Fountain paid Mr. Sutton money from time to time to go on with the purchase?—I cannot say. That would be a matter between them.

1815. It did not appear in the title?—No.

1816. You were of that opinion when Mr. Coleman transferred his interest to Mr. Watt?—So far as the title shows it Mr. J. N. Wilson acted for Messrs. Watt and Farmer when the transaction took place. I was in Auckland in 1873, and not expecting to come back. So far as the title is concerned in the subsequent negotiations between me and them nothing is shown.

1817. Between Watt and Farmer and yourself?—Yes.

1818. *Mr. Sutton.*] I should like to ask Mr. Sheehan two or three questions. Do you remember when you first became acquainted of the existence of the will?—At the time of the Hawke's Bay Commission, I think.

1819. In 1873?—Yes; I think I had an office in Carlyle Street at the time, opposite to where there is a church. Davie came round there one morning or at lunch-time with some papers in his hand relating to Paora Nonoi's affairs.

1820. You received instructions for probate for this will?—No; I did not.

1821. Davie says so?—No; I declined to have anything to do with it.

1822. Did you know of the existence of it?—Yes.

1823. Do you think it was proper to disregard it in your settlement with Watt and Farmer?—Mr. Watt knew and Mr. Wilson knew that Davie had these papers. It was a matter of public talk.

1824. You did not think the matter of sufficient importance to affect the negotiations?—The person taking the beneficial interest under the will was actually conveying to Watt.

1825. In reference to this memorandum for the 350 acres, do you remember when it first came into your possession?—Have you got the date of Davie's return? It would be about that time.

1826. That was in 1877?—I do not know.

1827. Do you remember the trial between myself and the Natives in reference to the Omaranui Block?—Yes, I remember.

1828. Do you remember that you had the document in your possession in the Court?—I cannot say.

1829. That was in 1873?—I never had anything to do with the document until I got it from Davie.

1830. Are you quite sure that you had not the document in Court?—Yes.

1831. How do you reconcile that with your statement that you acknowledged having the document in your possession in 1877?—I have not.

1832. But you say you had it in 1877. How was it that you did not bring it under Mr. Watt's notice?—That was not the only unfulfilled transaction.

1833. What was the £17,500 paid for by Mr. Watt?—For a good title.

1834. I understood you to say that there were only four who had not sold?—There were only four who had not professed to sign. Many of the deeds were presumably bad, owing to the judgment in the Mangateretere case. There was only one title out of all the twenty grantees in the first conveyances that was good—that was for Hoani Wharemake's share.

1835. Do you remember any other arrangement with Mr. Coleman or any of the Natives about an individual reserve as well as this?—In the Awa-o-te-Atua Block?

1836. In the Awa-o-te-Atua Block and Kakiraawa Block?—In the Kakiraawa there was a document about Paramene's sale. It purported to give a right to another reserve near where he afterwards cultivated. I am not sure whether it was an exchange for another reserve or not.

1837. Do you remember any others?—If you remind me I might.

1838. Was there no reserve for Tamihana Materoa?—I could not say. He was dead when I went to do business in Napier.

1839. He was dead in 1873?—I was not concerned in these cases. I was only acting in the cases that came on before the Commissioner's Court.

1840. You have no knowledge of an absolute deed between Coleman and any other Native for a reserve in the Kakerawa Block?—I cannot say. It is quite possible.

1841. What was the nature of the reserves for Paramene?—I think it was more with reference to changing the aspect of the reserves. Paramene's people wanted to give up some land in lieu of other land. It was a thing that took place when you ceased to have anything to do with the title.

1842. I think you are wrong. Has that arrangement been carried out?—I cannot say.

1843. Was it carried out by Messrs. Watt and Coleman?—All that the Natives asked for and discussed with Messrs. Watt and Coleman was carried out.

1844. You say that the Natives did not ask for the 350 acres?—If you will have an answer I will tell you. In a block of land of 6,000 acres it was absurd to imagine that any one man who proposed selling his interest in the block should get back 350 acres for himself. The promise was only made to get the signature.

1845. You think it was an absurd thing, then?—Yes.

1846. But, as a matter of fact, you knew that there was such a promise for a reserve?—Yes.

1847. And you sold to Watt with that knowledge in your possession?—Yes.

Mr. Sheehan.

1848. You say that Mr. Watt rose no objection?—Yes.

1849. Perfectly certain?—Yes; absolutely certain.

8th Dec., 1879.

1850. Are you certain that Mr. Watt did not carry protected measures for himself in reference to some engagements of yours in Auckland which he purchased?—No.

1851. At that time?—I tell you what Mr. Watt did, although it is wrong speaking of these things. He wanted to settle this matter for himself for £10,000, and to pay me £2,000 for myself; and because I refused to do it, it was made known to every man in Auckland to whom I owed money, and they were going to sue me for not taking the money. I do not believe Mr. Watt paid a single shilling for the purpose you state. He may have told people there that I could have the money to pay them if I chose.

1852. Never paid a shilling for what?—To put the pressure on me you were speaking of now, before the settlement took place.

1853. I am speaking about after the settlement?—I am not.

1854. Why did you not bring the action against me before?—Because I did not consider, till the papers turned up, that an action would succeed.

1855. We understood from Mr. Rees that all the documents were in your possession, and that he drew up the declaration in the action against me?—He came down from Auckland specially retained by me to peruse those titles. He had *carte blanche* to act for me.

1856. He told us that he had these documents, and drew the declaration under your instruction?—He had general instructions from me.

1857. I should like you to answer my question a little more definitely. Why did you not bring the action against me before? Why did you keep that document four years in your possession before bringing the action against me?—I had not the document four years in my possession. You must not ask me to say things which I have not stated. There were a large number of actions.

1858. The document may not have been four years in your possession, but it was considerably over three years?—It might have been. I did not issue writs in every action where actions ought to be brought.

1859. You say every one was consulted in regard to this settlement?—Yes; except yourself.

1860. Can you say why?—I suppose you would have been consulted if you were necessary.

1861. But you were acting for the Natives?—My policy with regard to you, Mr. Sutton, was very different. It was through the medium of the law Courts I purposed effecting settlements with you.

1862. You did not recognize Tamihana Mataroa's reserve?—I cannot say.

1863. Or Paramene's?—What I do say is this: that the whole matter was fully discussed, and everything which appears in the document was interpreted and explained a hundred times over; and every man signed with the fullest and most absolute publicity.

1864. And they were perfectly conversant with the arrangement?—Perfectly.

1865. But a few months afterwards, in consequence of your advice, the Natives claimed a very large sum of money?—Against you, certainly.

1866. Can you explain what became of the £17,500?—I decline. It is no business of yours, or the Committee's.

1867. Are you not aware that there is a petition before this Committee about it?—I am quite aware of it. I decline to answer the question. It will not throw light on this petition now to know what became of that money. When that petition comes forward that matter will be explained.

1868. Are you not aware that Rora claims a large sum of money for her share?—Her share would be about £500. She received £300.

1869. Why did she not receive the balance?—That is a matter for Rora and those persons acting on her behalf.

1870. But I thought you were acting for her?—I was up to that date.

1871. And that you had the money?—I had not the money.

1872. You still think, Mr. Sheehan, that you did not have possession of that document in 1873 or 1874, at the time of the Supreme Court case against me in Napier, in which Mr. Travers acted?—I do not think I had.

1873. Did Mr. Travers have it?—I cannot say.

1874. He was acting for you?—He used to advise and draw pleadings, but I cannot speak definitely without reference to my papers. When Rora and her friends came to me, first of all I asked if they had any evidence in writing, and they told me that they thought that there was some writing. They went to their home and came back and said that they could not find the paper. I dismissed the matter from my mind, as not one to be gone on with.

1875. Mr. Ormond.] When would that be?—When I went to Napier in 1873.

1876. Did you not apply to Mr. Coleman for the 350 acres?—I think not.

1877. Why not?—Because I think he left shortly after.

1878. But I mean during the time this document was in your possession?—If you can mention any circumstances that would refresh my memory as to when that document came into my possession I could answer you.

1879. If Mr. Hamlin, the Chairman, would let me have the Oamaru petition I think I can refresh your memory. Do you remember when the Oamaru case was tried. I could see by the petition. I think it was in 1874?—I think it was later than that.

1880. Or 1875? [Oamaru petition produced.]—There ought to have been a library copy of the evidence in the Oamaru case. There was a copy of the evidence from a shorthand report used by the Judges in the appeal case.

1881. Mr. Sutton [examining the Oamaru petition]: It was rather later. I see it was in June, 1876. The action commenced in August, 1874.

Mr. Sheehan: When did it go to trial?

1882. Mr. Sutton.] In the next December. It would be probably in June, 1875, when you went to Napier.—Just before.

1883. And you had that document in your possession from June, 1875, without thinking it advisable to take action?—I do not think I had; and if I did not think it advisable that was my own business. I was not bound to consult your convenience in the matter.

1884. You were bound to give a good title?—I did that.

1885. You were aware that the deed conveyed all the right, title, and interest of the grantees and the appurtenances belonging to the land?—Yes.

1886. And was not this about the reserve and appurtenance?—The thing was as different as possible. Mr. Watt and Mr. Sutton stand altogether on different platforms. Mr. Sutton professes to acquire the interest of Paora Nonoi in the block. One of the defects in the title was Paora Nonoi's. We undertook to give Mr. Watt a good title. It left the case of the Natives for the unfulfilled promise absolutely untouched.

1887. How could you convey all the right, title, estate, and interest of the grantees and then sue upon it?—I did not sue upon it. I sued upon your written promise.

1888. You sued for the 350 acres?—It was upon your written promise.

1889. And in that action, Mr. Sheehan, which you admitted was under your advice, it is admitted that Paora signed the deed, and the only question raised there is about the 350 acres?—I cannot say. I do not know what the demands were. I do not remember the pleadings. I think Mr. Rees on that occasion drew sixty-five declarations, but I cannot for the life of me remember what was in that declaration. I do not know even now what became of that, except what transpired in the Committee.

1890. *Sir G. Grey.*] You say when the final conveyance took place to Messrs. Watt and Farmer that there was a reserve of 400 acres made?—The reserve was about that. I cannot pledge myself to an acre or two. The reserves in the Kakiraawa—the eastern block—were confirmed. In the Awa-o-te-Atua Block they were increased, getting about 300 acres instead of 25.

1891. Was the reserve in the Awa-o-te-Atua Block for all the grantees or for Paora Nonoi?—For all the grantees. All the reserves in both blocks are on the same footing.

1892. For all the grantees?—For all the grantees, according to the extent of their interest.

1893. Will you just look at this written promise given by Mr. Sutton? [Document handed to Mr. Sheehan.] Would you imagine that was given after Paora Nonoi's signature was obtained, or before, from the wording?—Well, it is a very difficult thing to say. I imagine that they were contemporaneous.

1894. Would it have been usual to a document of that nature signed in the presence of witnesses?—It ought to have been by deed or agreement, stamped and attested in the ordinary way. In fact, it ought to have formed part of the original conveyance.

1895. If Paora Nonoi had a solicitor of his own, presuming that he had signed the deed, would the solicitor be satisfied with that document?—Certainly not.

1896. Would it have been right that he should have some professional adviser?—I think the mistake in many of those transactions in Hawke's Bay was owing to the absence of legal or independent advice. I think this document has been held to be bad in law.

1897. It has not been shown that this document was interpreted to the Native, and might not the fact of this document having been placed in the hands of the Natives create an impression in their minds that Paora Nonoi had signed the deed of conveyance when he had not done so?—The document asserts that as a fact. It says, "In consideration of Paora Nonoi having executed the deed of conveyance."

1898. Then, does it seem that there was a necessity that it should be interpreted to them?—Not merely a necessity, but as a matter of law it ought to have been interpreted to them.

1899. *Mr. Sutton.*] I should like to ask Mr. Sheehan one question arising out of these questions. Does he think the Natives in Hawke's Bay are anything the richer for having obtained legal advice during the last two years?—That is a matter of argument, and if discussed would not throw light on this petition.

1900. *Mr. Ormond.*] Do you know if Mr. Watt knew of this paper-writing of Mr. Sutton's prior to the deed of confirmation?—I really cannot say whether he did or not. I submitted a synopsis of the title to him on two or three different occasions. I might add to what I have said about this document that when it first came to me I was disposed myself to think that it was useless to proceed in law with it, it being unstamped and otherwise open to objection. I would like Mr. Sutton to say when he got information of this document being in Napier.

Mr. Sutton: Somewhere about 1875. When I was in the witness-box giving evidence in the Oamaru case Mr. Travers, who was cross-examining me, had that document. It was on the table under my very nose. Mr. Travers was going to cross-examine upon it, but for some reason he did not. He laid the document on the blotting-paper.

Mr. Sheehan: In what condition was it then?

Mr. Sutton: In the same condition as it is now.

Mr. Sheehan: Did you read it?

Mr. Sutton: Yes.

Mr. Sheehan: By looking over Mr. Travers's shoulder.

Mr. Sutton: No. He laid it down in front for me to read it, I suppose.

Mr. Sheehan: You were in the witness-box.

Mr. Sutton: Yes.

1901. *Colonel Trimble.*] It seems one of the allegations contained in the petition is that Rora Nonoi and Davie are pecuniarily unable to prosecute the suit. Just now the question was asked as to the amount that Rora was paid out of the £17,500?—Yes.

1902. Do I understand you to say that she has already got £300?—What I said was that at the time I left Napier she had got it.

1903. Do you know whether there is anything due to her still out of the £500?—I should think not.

Mr. Sheehan.
8th Dec., 1879.

Mr. Sheehan.

8th Dec., 1879.

1904. You think that she has received the whole of the £500?—Not the whole of it, because she allowed some of the £500 for costs of the action.

1905. Do you think that there is any more coming to her—I am speaking on the point of her pecuniary embarrassment. Do you know, of your own knowledge, if there be any money coming to her that would allow her to go on with this suit?—I do not think so. She may have interests in land.

1906. In speaking of this money—her share of the £17,500?—No; I do not think there is.

1907. *Sir G. Grey.*] Have you seen this document containing answers to certain questions put to Rora? [Document in Maori handed to Mr. Sheehan.]—No. [Document handed to witness.] I have now read this document.

1908. Have you read it through?—Yes.

1909. What I want to ask you is this: You see various allusions to reserves there?—Yes.

1910. Mr. Hamlin was the interpreter, I believe?—I understood so. I heard his evidence. You mean Mr. Josiah Hamlin?

1911. Yes. Mr. Hamlin has stated in his evidence that at the time he put those questions to Rora he had at no time heard of this reserve of 350 acres. Would it have been usual to conceal that fact from an interpreter when putting questions regarding reserves?—I should think it a necessary fact to mention to him, more especially as these reserves were apparently to an individual, not to the whole tribe.

1912. Mr. Cornford states in his evidence, “I was desirous to know whether she understood that there was any reservation or right of action against Mr. Sutton; that was the reason I put the question.” Was the right of action in consequence of the reserve of 350 acres?—Yes.

1913. Then you think it would have been necessary for the interpreter, in fairness, to have known that fact about the reserves?—Yes. I think that he should have been informed of it, and also that an action was then going on about that reserve.

APPENDIX.

The CHAIRMAN, Native Affairs Committee, to Mr. G. E. G. RICHARDSON and Mr. R. FARMER (conjointly), Napier.

(Telegram.)

Wellington, 24th November, 1879.

I AM directed by the Native Affairs Committee to request that you, as executors under the will of the late Mr. Watts, will authorize the Hon. J. N. Wilson to produce the title deeds of the Te Awa-o-te-Atua and Kakiraawa Blocks for examination by above Committee.

E. HAMLIN,
Chairman, Native Affairs Committee.

The CHAIRMAN, Native Affairs Committee, to Mr. G. E. G. RICHARDSON, Napier.

(Telegram. Urgent.)

Wellington, 27th November, 1879.

Re my telegram to you of the 24th. Have you sent the necessary instructions to the Hon. J. N. Wilson or not? Please reply.

E. HAMLIN,
Chairman, Native Affairs Committee.

Mr. G. E. G. RICHARDSON to the CHAIRMAN, Native Affairs Committee, Wellington.

(Telegram.)

Spit, 29th November, 1879.

HAD to consult Mr. Farmer, which accounts for delay in reply. Regret we are unable to comply with your request.

G. E. G. RICHARDSON.

The CHAIRMAN, Native Affairs Committee, to Mr. G. E. G. RICHARDSON, Napier.

(Telegram. Urgent.)

Wellington, 29th November, 1879.

YOUR telegram of this date received. You are hereby summoned to attend the Native Affairs Parliamentary Committee on Wednesday next, the 3rd of December, 1879, and produce the title deeds of the Awa-o-te-Atua and Kakiraawa Blocks, lands in Hawke's Bay. Should you not do so, Mr. Speaker will be requested to issue his warrant, commanding you to produce the same.

E. HAMLIN,
Chairman, Native Affairs Committee.

Mr. G. E. G. RICHARDSON to the CHAIRMAN, Native Affairs Committee, Wellington.

(Telegram.)

Napier, 1st December, 1879.

YOUR telegram only just received, so impossible to reach Wellington by time named, or send reply before. It is quite impossible for us to produce deeds, as they are in the hands of the solicitors of the mortgagee of the property, Mr. Archibald Anderson Watt, who declines to part with them. We also ourselves object to the deeds being produced. I have given Mr. Watt's solicitors notice of such objection.

G. E. G. RICHARDSON.

The CHAIRMAN, Native Affairs Committee, to the MANAGER, Mosgiel Woollen Factory, High Street, Dunedin.

(Telegram. Urgent.)

Wellington, 28th November, 1879.

CAN you give me the present address of Mr. Morrison, your travelling agent? I understand he is in Sydney. Please reply at once. Reply paid.

E. HAMLIN,

Chairman, Native Affairs Committee.

Mr. R. S. NICOLLSON to Mr. E. HAMLIN, Wellington.

(Telegram.)

Dunedin, 28th November, 1879.

ADDRESS, J. H. MORRISON, care of Henry Austin, Hunter Street, Sydney.

R. S. NICOLLSON.

The CHAIRMAN, Native Affairs Committee, to J. H. MORRISON, Esq., care of Henry Austin, Esq., Hunter Street, Sydney.

(Telegram.)

Wellington, 29th November, 1879.

NATIVE Affairs Committee inquiring into a petition presented to Parliament by George Davie. Should be obliged if you could answer the following questions: When at Napier did you ever accompany Sutton and Worgan to Messrs. Coleman and Fountain's? Do you remember the month and the year? What time of day did Sutton and Worgan go away leaving you at Coleman and Fountain's? When did they come back? Did you hear what they had been doing in their absence? If so, from whom? Reply, free, at once.

E. HAMLIN,

Chairman, Native Affairs Committee.

Mr. J. H. MORRISON to the CHAIRMAN, Native Affairs Committee, Wellington.

(Telegram.)

Sydney, 30th November, 1879.

REMEMBER accompanying Sutton and Worgan to Coleman and Fountain's farm. Cannot from memory state exactly month or year; could do so from Dunedin. We left Napier afternoon, arrived Coleman's eight evening. Sutton, Worgan, left me there for Native chief's house; they returned early next morning. Sutton told Fountain particulars how Native signed deeds, mortgage, or conveyance. Remember Fountain was pleased, because he had told me whilst Sutton was away that the conveyance was for himself and Coleman. Sutton made no secret of transaction being on behalf Coleman and Fountain. The Native chief lived short distance from Coleman's farm, near Havelock. I think about nine years since.

JOHN H. MORRISON,

Petty's Hotel, Sydney.

By Authority: GEORGE DIDSBUXY, Government Printer, Wellington.—1879.

