

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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