

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EDWIN TURNER WOON was sworn, and deposed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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