

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

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

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

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

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

Turner's Lease.

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

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

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

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

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

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