

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

*Donald Smith's Partnership.*

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

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

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

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

J. PRENDERGAST.

10th January, 1873.

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