

Mr. Worgan.

26th Nov., 1879.

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.