

Mr. Worgan.
26th Nov., 1879.

1489. Was it customary, when you managed these matters, to make promises of reserves, and to say nothing about them in the deed, or put nothing on the register?—I do not remember if that was the custom. I think that there were some cases where reserves were made that were not actually included in deeds—not specified at the time of the purchase—but were afterwards carried out upon some private arrangement made between the parties.

1490. Was that the custom?—I cannot say if it was the custom or not.

1491. In respect to this particular block of land, if you had interpreted a document to the Natives promising 350 acres to Paora Nonoi, would you remember it?—Oh, yes; I think there would be no doubt about that. It would be in connection with the deed itself.

1492. Did you ever hear from Mr. Sutton that he had given a written promise to Paora Nonoi for a reserve of 350 acres?—I have no recollection of it. I cannot say that he ever mentioned it to me. No; I cannot call the circumstance to mind.

1493. Do you remember stopping at Coleman's?—Yes; frequently.

1494. Do you remember stopping there with Mr. Sutton?—I believe that he was there one night.

1495. Was that the night you went to Paora's pa?—That is just what I cannot remember. It might have been the occasion of driving with Mr. Sutton and Morrison.

1496. In consequence of what Mr. Sutton said, do you now remember this Mr. Morrison?—It is a very hazy recollection of some traveller for Watt Brothers.

1497. In Napier?—For Watt Brothers. I am not certain.

1498. Did you know Mr. Fountain?—Yes.

1499. Where did he live?—He and Coleman lived together at the same place.

1500. Do you remember where you went after you got Paora's signature?—I do not. I should say the probabilities are we stayed at Coleman's. I should have gone to Paora's pa, and back to Coleman's. I do not say I did, but these were the probabilities.

1501. Is the Committee to understand, Mr. Worgan, that you recollect distinctly that portion of the transaction which had reference to Paora's signature to the deed?—Yes.

1502. You distinctly recollect that?—Yes.

1503. You have not the slightest doubt in your mind?—Not the slightest. The only doubt I have got in reference to it is whether he wrote his name or made his mark.

1504. Is the circumstance surrounding it under the slightest doubt?—No.

1505. Now, did you promise, on that occasion, by Mr. Sutton's direction, that Paora Nonoi should have two hundred and fifty pounds?—I should not like to say.

1506. I asked you just now if you had a distinct recollection of the whole circumstances surrounding the getting of Paora's signature?—Yes; but I do not remember the terms of the contract. I remember the act, but not the terms of the contract.

1507. If you had promised Paora Nonoi something not contained in the deed—two hundred and fifty pounds, for instance, in cash, and 350 acres of land—would you remember it?—I think so.

1508. Have you any doubt that such a circumstance would be fixed upon your recollection?—I can have no doubt.

1509. Now, calling back to the best of your remembrance, did you make a promise of two hundred and fifty pounds and 350 acres as a condition upon which Paora Nonoi should sign the Awa-o-te-Atua deed?—No; I do not recollect anything about doing so.

1510. Would you remember if Mr. Sutton gave you a written paper, and if you translated that paper to Paora: do you think you would remember that?—I do not suppose I should forget it.

1511. Do you remember if the second reading of the Native Lands Frauds Prevention Act had taken place at this time?—I should think it was about this time.

1512. Did you have any conversation about this time with Mr. Sutton about this Act?—Probably. I do not say I did. Probably I had.

1513. Where was Paora when he signed the deed—in what part of the whare?—He was in the opposite corner to myself, lying down on a mat.

1514. Was it arranged at all as to who was to be the witness to the deed?—I do not remember that there was any arrangement. I think I got hold of some Native to attest the signature.

1515. You do not recollect this circumstance, which Mr. Sutton suggests, of camping at Te Hapuku's pa on the road to Waipawa?—I do not recollect it. Very likely it was so.

1516. How far is Te Hapuku's pa from Mr. Coleman's: Te Hapuku's pa is about twenty-seven miles from Napier?—Coleman's would be about seventeen miles from Napier.

1517. That would leave Hapuku's place ten miles from Coleman's?—Yes. With reference to the box of papers I have in Wellington, if I got access to them I might possibly disinter some further information on this subject.

FRIDAY, 28TH NOVEMBER, 1879.

GEORGE BUCKLAND WORGAN examined on former oath.

(Mr. Worgan's diaries for 1870 produced and examined by witness.)

Mr. Worgan.
28th Nov., 1879.

The Witness: Mr. Chairman, this diary is a complete blank from the 1st September to the 14th September. If the Land Court were sitting at that time, the entries would be in my travelling diary—one that I kept at the time. No doubt I have that diary. I hoped that it was in the missing box. Thinking something might be wanted, I endeavoured to bring the box with me; but, through some mishap, I did not get it.

1518. *The Chairman.* See if you can find any information in the diaries you have got bearing upon the subject-matter of the petition?—The last note that I have got here implies that my business practically ceased in Napier from the 31st of August until after the date the Court sat. From the 1st to the 14th September is a blank in this diary, showing clearly that all the entries from that date were in my travelling diary.