

1612. Are we to understand that you had not the document in your possession?—I do not say that I had not the document in my possession.

1613. You say that you saw it?—I believe that I saw it about that time.

1614. Will you tell us why you did not put it in?—Because it is for a “past consideration”—in consideration of “having executed”—and such a consideration is bad in law.

1615. You knew that in the demurrer they referred to the fact that you put in no document. What was your reply?—My reply was that the declaration was still good—that in equity the promises should be fulfilled or the value of this land given to Paora. That was my reply. The matter was fully argued in Wellington, but the Judges held that the Statute of Frauds applied, and that a verbal promise was not sufficient.

1616. *Mr. Ormond.*] Would you please give the date when you first became aware of this promise?—About the time the declaration was drawn.

1617. When was that; I forget?—At the end of March or beginning of April, 1877, I believe, I first heard of it. I heard about that time that the paper was in possession of Davie. I think I sent a letter to Davie about it.

1618. *Mr. Sutton.*] Did I understand you to say that you drew the declaration from instructions received from Mr. Sheehan?—I had general instructions from Mr. Sheehan. He retained me in these cases, and furnished me with the names of the blocks of land and the papers. All the information in the office was placed at my disposal, and I was to draw up such declarations as I thought necessary at the time.

1619. This was in 1877?—Yes.

1620. Mr Sheehan was fully acquainted with this matter of the document, and did not inform you that there was a question about Paora's signature?—I do not know what Mr Sheehan was aware of. So far as I then knew I believed that Paora had signed the deed at that time.

1621. You were on very intimate terms at that time with Mr. Sheehan?—Yes; very intimate terms.

1622. You did not think that he had a case of forgery; if he had, do you not think he would have mentioned it?—I do not think his instructions applied more to this case than others. There were about a thousand different cases.

1623. Of forgery?—Different cases—forgery, personation, grog-selling, deceit.

1624. None of these cases were substantiated?—Yes; Waaka Kawatini's against yourself.

1625. I think I understood that you intended to apply to the Supreme Court for letters of administration for Rora?—Yes.

1626. Was it not more usual to apply for letters of administration for the executor?—No; certainly not.

1627. Was not Davie executor?—I did not apply for letters of administration for the executor. He would have got probate of the will.

1628. Did you apply for probate for that particular will?—No. I never heard of the will until after I saw Davie.

1629. Then how were you going to apply for letters of administration for Rora?—Because she was beneficially interested in the property, and next of kin—she was Paora's own daughter; and I did not know of any will.

1630. And you were quite certain that you did not omit that paper from the declaration because Mr. Sheehan was threatened by Mr. Watt?—Certainly not.

1631. In fact you have heard nothing of this matter except through me?—The sole reason of that document not being put in was that, in my opinion, there being no seal upon it, it was no good in law; also that that document was for “past consideration,” and accordingly would not be held a binding contract.

1632. Did you know of the 350 acres, or of any unfulfilled promise, at the time of the settlement with Watt?—I can answer that question by saying that I do not know the time the arrangement with Watt took place.

1633. Did you not know anything of any unfulfilled arrangement three months before the issue of the writ?—No, certainly not—not one month. If, as I believe, the arrangement with Watt was made early in 1877, then I did not know until long afterwards. I drew that declaration early in April, so far as I remember.

1634. Are we to understand that you never saw that document previously?—No, I never heard of it.

Mr. M. J. GANNON, Shorthand Reporter for Native Affairs Committee, examined on oath.

1634A. *Sir George Grey.*] On page fourteen of Rora Poneke's evidence there is a question put to Rora by Mr. Sutton to this effect: “You have said that Paora did not sign. Do you know whether Paora could write his name? I do not think you said that he did not make his mark.” To which she answers, “I did not see him make a cross.” Is that answer correct, or did she say, “I did see him make a cross”?—I have looked over my notes. They show that Rora's answer to that question was, “I did not see him make a cross.”

*Mr. Gannon.*

2nd Dec., 1879.

FRIDAY, 5TH DECEMBER, 1879.

GEORGE BUCKLAND WORGAN examined on former oath.

[Copy of the deed of conveyance from Native owners of the Awa-o-te-Atua Block to Mr. Sutton handed to witness.]

*G. B. Worgan:* I remember this deed.

1635. *Mr. Ormond.*] Has your seeing the deed brought any other circumstances in connection with it to your memory?—I remember the execution of the deed by all the parties. I see the attesting witness was, as I thought, a Maori named Nikera—the same person I had in my employ on the survey.

*Mr. Worgan.*

5th Dec., 1879.