

*Mr. Worgan.*

*Colonel Trimble:* Is Nikera still here?

*The Chairman:* He was in the buildings about half an hour ago.

5th Dec., 1879.

1636. *Mr. Ormond.*] Have you been able to remember anything further about going out to get the signatures to this deed?—I have been able to remember nothing further than what I have already stated. My belief is that the signature of Paora Nonoi must have been obtained between the 31st August and the 14th September, either on an express journey for the purpose, or while travelling past his place.

1637. *Mr. Sheehan.*] You have been asked several times as to whether Mr. Morrison and Mr. Sutton accompanied you when you went to get Paora's signature?—Yes.

1638. And the answer you gave was to the effect that you did not remember?—Yes.

1639. Did you accompany Mr. Sutton more than once out of Napier in that direction for the purpose of getting deeds signed?—I might have done so.

1640. You cannot remember?—I remember two occasions very distinctly. It is very likely I may have done so oftener.

1641. Do you remember stopping with Mr. Sutton the night you got the signature at Fountain's place?—I cannot say that I remember it any way sufficiently clear as to swear to it.

1642. Is your memory at all strengthened by perusing a copy of the deed?—Yes; I remember—what I had supposed before—that a number of other Natives were also parties to the deed.

1643. Can you remember signing this attestation [attestation read]; also, looking at your declaration as interpreter on the deed, can you remember now, with any distinctness, who was present when the deed was signed [deed examined by witness]?—It is very odd: I do not remember Rora signing this deed at all.

1644. You see her signature there?—No, I do not think I do. Rora Irihapete's name is here. Is that it?

*Mr. Sheehan:* Yes.

*Witness:* I cannot call her to my recollection.

1645. You say that Mr. Sutton was present at the time?—No, I do not. That is a matter I cannot call to mind.

1646. You have read the deed through?—I have not read it through carefully.

1647. Is that the document in respect of which you obtained the signature of Paora Nonoi?—This is a copy of it, is it not?

1648. Is that a copy of it?—Yes, I believe it is a copy of the document.

1649. Was that the whole contract and consideration, as set forth in the deed, in which you were employed to give effect to?—I understand the consideration specified in this deed to be £900, payable amongst the whole of the grantees or a portion of them.

1650. Yes; it appears to be so.—I see only six names in the body of the deed. Would this £900 be payable to the six? I cannot myself say at all whether it would be so or not. I do not speak with any degree of certainty, nor do I think that £900 was the total consideration. The deed expresses that amount on the face of it.

1651. Is that, so far as you can remember, the instrument you interpreted into Maori for the information of the Natives?—Yes; I think this must be it.

1652. Does it contain any reference to a reserve?—I do not see any note whatever about a reserve.

1653. Did you make any promise of any reserve?—In this particular block?

1654. To that particular grantee, Paora Nonoi, in connection with the block?—I did make him a promise of a reserve, but I do not remember any promise in connection with the Awa-o-te-Atua Block. I think it is only right to say that there were several blocks of land immediately in this neighbourhood, and there was a general understanding that Paora Nonoi was to get a reserve.

1655. An understanding between whom?—I fancy amongst all the parties who were interested in the land.

1656. How was that understanding evidenced?—It was evidenced in part from the fact of my having laid out a reserve in the Mangaroa Block, which joins Te Awa-o-te-Atua Block.

1657. Is that the reserve in reference to which the general understanding existed?—Yes; I think that is the reserve.

1658. I think we understood you to say, Mr. Worgan, that the document which you have seen since you came here to give evidence, containing a promise from Mr. Sutton to give Paora Nonoi 350 acres, for the first time came to your knowledge here?—I said so certainly; and I cannot remember in such a way ever seeing that document promising the 350 acres, or ever having had anything to do with it, so as to be able to say positively that I know anything about the matter.

1659. Would you not feel bound if you were concerned in the transaction to make reference to such a document in the deed, had you been aware of its existence?—If the signing by Paora Nonoi depended on the promise contained in that document, I should feel bound to give effect to that promise, and see that it was carried out.

1660. You are of course aware, Mr. Worgan, that the law required you to state in the body of the deed the total amount of the consideration money?—Is that the case? I am not aware of it. The deeds were put into my hands by solicitors, and I interpreted them.

1661. But were you not bound to interpret the deeds clearly and fully, and to state the consideration paid?—Undoubtedly so; but there is this much to be said: that there may have been an understanding between the parties of which I knew nothing. It would not be at all an unlikely thing for the principal to say to a Native, "I want you to sign this deed, and if you will do so I will give you something." That might be done without the interpreter's knowledge.

1662. Then, I presume, from what you state now, that you were not aware of this promise of the 350 acres?—I cannot call any circumstance to my mind with reference to this reserve. All the circumstances in my mind point against this reserve being granted. I remember talking to Mr. Coleman, who was the leaseholder or purchaser of the block. He had, I remember, a great objection to any reserve being made. Mr. Coleman's anxiety was to have the reserve made in the adjoining block, Mangaroa.