

1873.

NEW ZEALAND.

CHARGES MADE AGAINST MR. G. B. WORGAN.

(PAPERS RELATING TO COMMISSION OF INQUIRY.)

Laid on the Table of the House by the Hon. the Native Minister.

MR. G. B. WORGAN is accused of,—

1. Having, about the 21st March, 1872, whilst engaged by the Superintendent of Wellington (by authority of the General Government) to purchase or lease certain lands from the Natives for the Provincial Government of Wellington, at or within a certain rate per acre, defeated the purpose he had undertaken by aiding Messieurs H. S. Taylor, Donald Smith, Henry McNeil, and others, to acquire such lands, to the injury of the Government he had undertaken to serve.

2. Having, about the 1st April, 1872, untruly asserted to Lieut.-Colonel Thomas McDonnell that such action was taken with the knowledge and approval of the Superintendent of Wellington.

3. Having, by representing to Major Turner that he was, by holding a certain lease, impeding the action of the Government, and by pointing out to Major Turner a certain position within which his land would be allotted, caused Major Turner to make over his lease to Mr. H. S. Taylor; and having subsequently allotted the land in question in a different position to that which he had pointed out to Major Turner, and aided Mr. H. S. Taylor to obtain a new lease; and having recommended the Government to pay at a rate per acre amounting in the whole to two thousand one hundred and sixteen (2,116) pounds, whereas the original lease was obtained from Major Turner for seventy-five (75) pounds.

4. Having persistently withheld from the Government a copy of the original lease to Major Turner (which there was reason to suppose was invalid), though constantly urged to procure such copy by the Government.

5. Having, while in Government employment for the purchase or lease of certain land, engaged with Mr. H. S. Taylor for the purchase or lease of portion of the said land on their private account.

6. Having, about the 4th July, 1872, entered into partnership with Mr. Donald Smith for the purchase of land, on their private account, within the block he was employed to purchase or lease for the Government.

7. Having, about the 15th February, 1872, purchased four hundred (400) acres of land for the Government from Poari Kuramate, at ten (10) shillings per acre, and advanced thereupon two sums of fifty (50) pounds each; and subsequently induced the said Poari Kuramate to resell the same land to Mr. H. S. Taylor at fifteen (15) shillings per acre.

J. T. EDWARDS,

On behalf of General Government of New Zealand.

JAMES BOOTH, being sworn, deposed :

In the beginning of July this year, Mr. Worgan being then absent in Napier, it came to my knowledge by report that he had entered into partnership with Mr. Donald Smith, of Whanganui, for the purchase of land in the confiscated block on the West Coast on this Island, as defined in the Government Gazette relating thereto.

Mr. Worgan admitted that an agreement was entered into.

The day following that on which I heard this report Mr. Worgan returned to Whanganui. I told Mr. Pharazyn the report which I had heard, and we together went to Mr. Worgan, who, so far as I can recollect, stated that he believed there was some sort of an agreement to lease Native lands. Two days afterwards Mr. Pharazyn, Major Edwards, and myself sent a joint telegram to the Government (to the Premier), in which this matter was reported, and also copy of telegram No. 34 of 5th July, 1872, C., appended, in reference to the above matter. Between the first conversation between Messrs. Pharazyn and myself with Mr. Worgan and the sending of the telegram, Mr. Worgan showed us a memorandum of a deed of partnership between himself and Donald Smith for the purchase and lease of land in the confiscated block. What are the particulars contained in the deed I do not recollect. This is all I know with reference to the memorandum of agreement.

1. *Mr. Worgan's Counsel.*] Did not Mr. Worgan immediately produce the agreement?—No, he did not. On Saturday morning we had the conversation above referred to, in which Mr. Worgan stated that the agreement was for the lease in the Native reserves—(by Native reserves I mean reserves set apart for hapus by Government, of which there is one at Tangahoe, and others in the