

1879.

NEW ZEALAND.

CONDUCT OF G. B. WORGAN

(REPORT OF INQUIRY BY MR. COMMISSIONER PARRIS INTO CERTAIN ALLEGATIONS MADE BY PARAMENA TUMAHUKI AND ANOTHER RESPECTING THE).

Laid on the Table by the Hon. Mr. Sheehan, with the leave of the House.

To His Excellency the Most Honorable George Augustus Constantine, Marquis of Normanby, Earl of Mulgrave, Viscount Normanby, and Baron Mulgrave of Mulgrave, all in the County of York, in the Peerage of the United Kingdom; and Baron Mulgrave, of New Ross, in the County of Wexford, in the Peerage of Ireland; a member of Her Majesty's Most Honorable Privy Council, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same.

MAY IT PLEASE YOUR EXCELLENCY,—

I, the Commissioner appointed by a Commission under your Excellency's hand and the seal of the Colony of New Zealand, bearing date the 6th day of November, 1878, having proceeded to make the inquiry intrusted to me, and having taken evidence thereon, after careful deliberation, have the honor to present the following report of my proceedings, and of my opinions concerning the matters referred to me by the said Commission:—

In pursuance of the instructions conveyed to me in the Commission, I proceeded to Wanganui, and issued a summons for the appearance of Mr. George Buckland Worgan on the 16th December, giving notice at the same time to the Natives Paramena Tumahuki and Hariata te Rapu, upon whose complaint the Commission was issued, to be in attendance.

On the summons being served on Mr. Worgan he applied for an adjournment, on the ground that he was pressingly engaged in preparing work for the Native Land Court. The inquiry was accordingly adjourned, with the approval of the Hon. the Native Minister, till the 20th of January, and occupied me from that day to the 25th of the same month. The proceedings were throughout conducted in open Court, and full opportunity was given to Mr. Worgan to cross-examine each witness.

I shall now proceed to comment shortly on the evidence, notes of which, as read over to and signed by each witness, are appended hereto.

The first witness examined was Paramena Tumahuki, one of the petitioners. The substance of his evidence is that, having, together with the other petitioner, Hariata te Rapu, agreed with Mr. Worgan to sell the two blocks of land referred to in the petition, he received on account of the purchase-money of this land a pair of horses, a sum of £50 in cash, and various small sums—the whole of which, together with the price of the horses, are included in the amount of £240 mentioned in the petition as the total amount received for the 800 acres awarded to himself and Hariata, and sold by them to Mr. Worgan as agent for the Government. In the account marked B, produced by Mr. James Moore, the witness next examined—which account, with the two others marked A and C, he stated to have been furnished by Mr. Worgan, and were admitted by him—the total of the amounts paid on account of the same 800 acres is shown as £206 11s. 6d.; and I was unable to get any explanation of this discrepancy.

It appears that on one occasion, when Paramena applied for the balance of the purchase-money, Mr. Worgan told him that he would give him seventy head of cattle, to be procured from Dr. Curl. It further appears that a number of cattle were driven on to the land of the Natives at Waihau, for which Mr. Worgan informed Paramena that he had paid £700. These cattle, however, were afterwards seized on behalf of other parties; and it will be seen, on reference to the conclusion of the notes of Mr. Worgan's evidence, that he there states that these cattle have nothing to do with the present investigation. This statement I can only understand to mean that the cattle were really never given to the petitioners in payment for their land; and I can feel no doubt that the promise to give them, and the apparent delivery, were a mere subterfuge to amuse the Natives and to gain time. Mr. Worgan's letter, dated December 8, 1873, and marked J, shows that at that date he treated the cattle partly as his own property.

Mr. Worgan's explanation of the non-payment of the balance of the £800 to Paramena and Hariata is that he actually paid it to another Native, Hata Reo, who, it is alleged, held a power of attorney from the petitioners to receive the money on their account.

On being examined by Mr. Worgan, Paramena admitted having signed a document which, adopting the name given to it in Mr. Worgan's question, he spoke of as a power of attorney. He, however, at the same time distinctly stated that the document to which he referred had not been interpreted to him, and he did not know its contents, and also that he never gave Hata Rio authority to act for him.

The execution of this document, whatever it may have been, was subsequent to the alleged purchase and delivery of cattle above mentioned, which, if a genuine transaction, would have more than completed the payment for the 800 acres of land.

Mr. James Moore, a stockowner, residing at Kai-iwi, was the second witness examined. He deposed that in or about the month of June, 1873, Mr. Worgan requested him to use his influence with Paramena and Hariata to induce them to allow him time for the payment of a balance of money which was owing to them on the purchase of their land. Mr. Moore consented to do so on certain conditions, one of which was, that accounts should be furnished; and Mr. Worgan accordingly handed him the accounts or statements marked A, B, and C. The document marked A purports to be a statement of money and goods supplied by Mr. Worgan to Hata Rio; B is a similar statement with respect to money paid and goods supplied to Paramena and Hariata; and C is a sort of balance-sheet or account current in which Paramena and Hariata together are debited with the totals shown in A and B, and with an item of £937 10s. for purchase of cattle, and credited with 800 acres of land, and with £400 as an advance on 1,200 acres.

In reference to this "account current," Mr. Worgan, at the conclusion of his evidence, said that he did not consider it or the cattle had anything to do with this matter at all; but he did not explain what it really had to do with.

Mr. Moore obtained a written authority (which is appended hereto and marked E) from the two petitioners to receive the money due to them for their land. He did not succeed in obtaining it for them from Mr. Worgan, but the latter admitted to him that £500 was still due.

Hariata te Rapu, the other Native signing the petition which has given rise to the present inquiry, was next examined, and denied having received anything for her land from the Government or from Mr. Worgan. She did not recollect signing the conveyance to the Crown; but Paramena, being recalled, swore that she did sign, and upon this point there can be no doubt.

William McDonnell, a licensed interpreter, being next called at Mr. Worgan's request, at first deposed to having witnessed and interpreted a power of attorney signed by Paramena Tumahiki and Hariata te Rapu, appointing Hata Rio to act for them in relation to two 400-acre blocks of land. On cross-examination, Mr. McDonnell said he was not certain as to the authority given to Hata Rio by the power of attorney; he would like to see it.

Mr. Worgan himself was next examined: but it will be convenient first to summarize the depositions of the other two witnesses, Hata Rio and H. S. Taylor.

Hata Rio, on being questioned with respect to the items mentioned in the document marked Z, produced by Mr. Worgan, and which was tendered by him as a voucher for the payment of £400 to Hata Rio on account of the petitioners' land, acknowledged the first seven items, amounting together to £188 2s. 9d., as having been paid for by his authority out of the proceeds of his own 400 acres. Of the three following items, amounting to £14 14s., he disclaimed all knowledge. The cash payments amounting to £183 18s. 6d., and the other payment of £23 8s. 9d., mentioned in Z, were not denied.

Assuming, therefore, that the paper marked Z is a substantially correct statement of actual transactions, it would appear that Hata Rio received altogether in goods and money, from Mr. Worgan and Mr. Taylor together, £600. If this be so, he received £200 more than he was entitled to for his own 400-acre claim at the rate of £1 per acre.

A further payment of £200 was promised to Hata Rio by Mr. Worgan. This second £200, as will be seen by Mr. Taylor's evidence, was secured by that gentleman's bill at two years, and this bill was paid at maturity, the money being paid into Mr. Worgan's trust account, from which it never found its way to Hata Rio. Had it been paid, Hata Rio would have received from Mr. Taylor £400 for his own 400 acres which Mr. Taylor purchased, and from Mr. Worgan the £400 accounted for in the statement marked Z.

But there is no evidence which appears to me of any weight to show that this was paid to Hata Rio on account of petitioners' land. On the other hand, I ascertained Mr. Worgan had dealings with Hata Rio for another block of 400 acres belonging to some orphans; and also that he was negotiating with Hata Rio with respect to the Waimate Plains, a transaction which Mr. Worgan refused to explain.

The £400 which he paid, as shown in the paper marked Z, may have been in connection with either of these dealings.

Mr. Henry Shakespeare Taylor confirmed Hata Rio's evidence as to the payment to him of £200 in Mr. Taylor's office on account of the purchase-money of 400 acres of land bought of him, leaving a balance of £200 due, for which Mr. Taylor gave a bill payable in two years. In Mr. Taylor's bill-book, which was produced, there was an entry against this bill paid to Worgan's trust account.

The main point of Mr. Worgan's own depositions was to show that he had paid a part of the price of the land of Paramena and Hariata to Hata Rio as their agent, who, he alleged, held a power of attorney from them for the purpose.

This power of attorney Mr. Worgan stated to have been drawn by a Mr. Perham, a Wanganui solicitor, since deceased, and neither the instrument itself, nor any draft or copy of it, was forthcoming. Against Mr. Worgan's allegations with respect to this power of attorney, and the very uncertain evidence of Mr. McDonald about it, are to be set the positive statement of Paramena, that no such instrument was interpreted to him; and Hata Rio's statement, that he never held such a power, and never received any money on account of the petitioners. That a power of attorney of the kind indicated might have been given by one Native to another is, of course, within the bounds of possibility, but from my own experience of transactions between Natives I should consider it a most unlikely thing to occur; and, taken together with this intrinsic improbability, the positive denial of Hata Rio and Paramena in my mind altogether outweighs the statement on the other side.

Had Paramena and Hariata really authorized Hata Rio to receive money for them, and had the latter received it and misappropriated it, it is scarcely conceivable, as Mr. Worgan himself shows, that the Natives so defrauded would not have known what had taken place; and, if they detected Hata Rio in embezzling their money, it is, in my opinion, utterly unlikely that they would have leagued themselves with the man who had so defrauded them in order to extract a second payment from Mr. Worgan or the Government.

It will be seen from one part of Mr. Worgan's evidence that he takes credit for having made great exertions on behalf of the Native petitioners, at a time when he had ceased to act as agent for the Government, in order to procure them either the restoration of their land or payment of the money said to have been misappropriated by Hata Rio. Had he really been so anxious to see justice done to the petitioners as he would have it supposed, it appears from a letter of his put in evidence by Mr. Moore, and marked G, that he had at one time money or property belonging to Hata Rio in his possession to the amount of £500, which he could have made over to the petitioners, as, indeed, he actually promised to do. Instead of this, he appears, by his own evidence, to have entered into other arrangements with Hata Rio (probably in relation to the Waimate Plains) of such a nature as to prevent him from performing his promise.

Having thus reviewed the more important parts of the evidence taken upon the inquiry, it is now my duty to state the conclusions at which I have arrived with respect to the main allegations contained in the petition. They are as follow :—

1. That, in the year 1872, Mr. George Buckland Worgan, as agent for the Government, contracted with Paramena Tumahuki and Hariata te Rapu for the purchase of their two 400-acre awards of unselected lands, Okutuku Block, at the price of £1 per acre, and, these lands having been afterwards allotted to the petitioners, they executed conveyances of the same to the Crown.

2. That, of the agreed price (£800), the petitioners have received in money and in goods certainly not more and probably considerably less than £240; and that the assertion that they gave authority to Hata Rio to receive the balance, and that it was paid to and appropriated by him, is untrue.

3. That the whole of the sum of £800 required to pay for the petitioners' land was drawn by Mr. Worgan from the Treasury. This he himself admits, but seeks to charge the misappropriation on Hata Rio.

4. That the petitioners executed conveyances of their lands to the Crown when they had received only a small part of the agreed purchase-money, in reliance on the good faith of the Government and its servants; and that a balance of at least £560 of their purchase-money has remained unpaid to them from the date at which the conveyances were executed up to the present time.

5. That the price at which the land was sold was very greatly below its market value at the time the purchase was arranged.

I will only allow myself to add that this inquiry has, in my opinion, revealed a system of jobbery and deception manifestly intended to confuse the Natives as to what they were receiving or were about to receive, and calculated to bring the greatest discredit upon the Government by the double-dealing of its agent, between whom and the Government the Natives are unable to draw a clear distinction.

Dated and sealed with my seal this 11th day of February, 1879.

R. PARRIS.

