the Natives appointed a committee of themselves—four or five of themselves, I think, and two other gentlemen—a Mr. Hardy, a surveyor, of Te Kuiti, and Mr. Tuiti Macdonald, a half-caste Native interpreter who lives at Otaki. Two things were discussed and settled — first, that the Natives were clear they would not sell. On that point I used no influence with them. That was a matter for their judgment. They were absolutely clear that they would not sell; they did not want to sell, and they thought the price was ridiculous. They spoke of it as a "Government price."

5. *Hon. Sir J. Carroll.*] That is, those in your camp?—I only saw, of course, the representatives—I suppose, some eight or nine who attended at my office. They said it was a "Government price"—an expression which I understand to mean an insufficient price. There was no question about that at all. The second question was whether the leases should be attacked. That was quite an independent and separate question, and had no relation to the question whether they should sell the freehold. The question of what that would involve was discussed, and eventually, as I do not act for Natives without making them provide for possible costs payable to a defendant, it was notified to them that the amount for the three actions that would be necessary would be £800, of which £100 was paid. The question of whether they should or should not raise £800 to litigate the subject-matter of the leases had nothing whatever to do with the question of whether they should assent to the sale. The second meeting of assembled owners had been advertised. I asked the Natives—those who, as Sir James Carroll says, were in my camp, and who were subsequently ascertained to be 77 per cent. of the whole number, according to the statement of Mr. Hardy—I asked them whether they really desired that I should be present at the meeting if they intended to take the course they told me they desired. I explained to them that my assistance was not necessary to enable them to reject a resolution, and that it was an expensive matter to cart a busy lawyer to Te Kuiti and keep him there for two or three days. Both Tuiti and Mr. Hardy fully understood that. They reported from Te Kuiti that the Natives were all of one mind still—that they were all signing the authorities, and that it was ascertained that 77 per cent. of them were adverse, and that there was no necessity for the legal adviser to attend the meeting.

6. *Mr. Massey.*] Was it Tuiti Macdonald and Mr. Hardy who reported that?—Mr. Hardy as chairman telegraphed. The meeting took place, and I was not there. I did not go because they told me on two or three occasions that it was unnecessary: they were still of the same mind. The meeting took place, and as I understand it the second meeting was equally futile for the purposes of the intending purchaser. And then the amusement began. The Natives in the meantime had ascertained—according to the committee's report to me—that they could not raise the money because they were prohibited from selling and their lands were trust lands—I mean the lands outside the Mokau Block. In some way the committee themselves were led into the belief that the two questions were coincident, and that the only choice to the Natives was whether they should raise £800 to litigate the leases or surrender at discretion to the demands of the purchaser. Now, with all that my learned friend Mr. Dalziell had nothing whatever to do, nor do I believe his client had anything to do with it. In some way or other the Natives were misled into believing that they must either raise £800 or surrender. They could not raise the £800, and they surrendered. As I say, I know Mr. Dalziell had nothing to do with it, for very good reasons. Somebody prevented my being informed of the change of opinion. The legal adviser of the Natives did not know that there had been any alteration, with the result that the Natives never had any advice: they were not told what should be plain to anybody—that the question of whether they should litigate the leases had nothing to do with the question whether they should assent to the sale; and in the negotiations that took place they had not the benefit of any legal advice. Unfortunately, Mr. Skerrett was in England. The Government may have supposed that I was looking after the Natives, and in the end the Natives came to that conclusion. I wish to make it quite clear that the Natives had no independent legal advice of any sort upon the question whether they should submit to the terms which the Maori Land Board permitted to be placed before them.

Mr. Dalziell: Might I interject here? I think it will keep the matter in its order. The inference one would draw from the statement just made by Mr. Bell is that no agreement at all was arrived at at that meeting—the second meeting. Mr. Bell has not told you that after that meeting——

Witness: I am not troubling about what took place after the meeting. I have stated only what took place at the second meeting, and I have said that what took place afterwards I knew nothing whatever about.

Mr. Dalziell: But you have not stated to the Committee that there was a third meeting.

Witness: I know there was.

The Chairman: I think it would be better for you to allow Mr. Bell to proceed, Mr. Dalziell. You will have an opportunity afterwards.

Witness: I know perfectly well what took place after the second meeting: the Natives' assent was obtained, as I have said, without independent legal advice, and I being prevented from knowing—not by Mr. Dalziell or his client—that there was any change of opinion. The Maori Land Board obviously thought it very desirable that a resolution should be passed, because they kept holding meeting after meeting for the purpose of obtaining such a resolution. I have no doubt they genuinely thought it was a good thing to do. I now come to the second point to which I wish to address myself. It has been suggested that there was a claim of £80,000 against the Assurance Fund, and that Mr. Skerrett advised the Natives to take £25,000. I wish to put this to the Committee: It is perfectly plain to me, speaking in Mr. Skerrett's absence and without any knowledge of his opinion, that he could not have thought so. Either he thought there was nothing in the claim against the Assurance Fund or he did not. If he thought there was, then that meant that there was a claim against the Assurance Fund for £80,000 in respect of the registration of these leases against the land, and that in addition to that the Natives still had the freehold. Well,