

35. Is not that in the region of mere deduction on your part?—It is deduction, but it is logical deduction.

36. The Board could hold meetings, could it not?—I do not understand you.

37. You suggest an act of compulsion. That wants clearing up?—The Board did resolve to exercise its power of coercing those who were against the sale into selling by executing a conveyance or transfer in favour of the intending purchasers.

38. "Coercing" is a very strong term. Did the Board personally coerce? Did it see the Natives? Did it pray and beseech them to sell? What act of the Board would you call coercion?—They exercised their statutory power of coercing. Having ascertained at the first and the second meetings that the Maoris were adverse, the Board continued to hold meetings until they could get the statutory powers to coerce the recalcitrants.

39. I may be dull, but I fail to see—?—I have said that the Board must have been convinced that it was in the Maori interest, or they would not have done it. I do not suggest that they were corrupt.

40. If in the first meeting the majority of Natives were adverse to a sale, there is no option in the Natives, according to you, to alter their opinion?—Certainly there is an option.

41. Then it must be clear that they afterwards decided, by a majority, to sell?—Yes, they were misled as to the position. The Maori Land Board ought to have seen they were not misled.

42. Were they misled?—Certainly they were. They were misled by being informed that the alternatives were only two—either to raise £800 or surrender.

43. You are not prepared to say who misled them?—Oh, yes. Their own committee misled them; but I do not know what induced their committee to do so. Mind you, do not suppose that when I use the word "misled" I mean anything more than that the committee misunderstood the whole position, and the Maoris misunderstood it.

44. Did the Maori committee subsequently inform you that they had been misled?—One or two of them made the usual fuss afterwards, but I think their grievance was that they were not getting enough, or something like that. As a matter of fact, I have not listened to them since.

45. Was not the committee you refer to a committee formed of your own clients?—At my instigation. Two of them were not my clients—Mr. Hardy and Tuiti Macdonald. The others were.

46. But Mr. Hardy was the chairman of the committee?—Yes, but he was not my client. The clients were the Native owners of the blocks.

47. But he was in association with them—acting with them?—Yes.

48. And became chairman of the committee?—Yes.

49. I understand that that committee was acting between you and your clients—an advisory board, really?—Yes. They were the means by which so large and unwieldy a body should communicate with me, and through which I should communicate with so large and unwieldy a body.

50. That is the principle established by the Act: the main change in the policy—that a majority of owners by resolution can sell the land?—I think that is a very just observation.

51. You say that the Board ought to have seen that the Natives had independent legal advice?—When they saw that for some reason the Natives' attitude was changing.

52. You are aware that the Maori Land Board has to deal with hundreds and thousands of transactions between Natives and Europeans with regard to alienation of Native land?—I should think you are exaggerating.

53. Well, all transactions go before the Board?—Yes. If you are suggesting to me that this was not an exceptional matter and one which required very great care, when the Natives were being asked to accept what was considerably less than the value of the land for certain alleged reasons—if you are suggesting to me that it was not exceptional, then I differ, and express my strong opinion that it was exceptional and did require special care.

54. Of course, the Board as a statutory body would satisfy itself on that point. It evidently saw no reason to act otherwise than it did under the circumstances, although you take exception to its action?—I think that if you had suggested to the Board that it was a matter which required great care they would have taken more care.

55. Can you suggest anything to a statutory body?—Well, I do not know whether you can.

56. In your remarks just now you said it was an exceptional case, especially when the Natives were parting with the land at considerably less than its value?—Yes. There were special reasons reducing the value. Nobody suggests that this land is worth only £25,000—at least, I have not heard that suggestion. I am assuming that the value is supposed to be £25,000, because it is depreciated by a certain class of invalid documents. Well, I say that is a case where great care is required. But may I add this: If it be the rule that wherever Native land is subject to a long lease the lessee or some other person is entitled to buy it at its value as depreciated by the lease, I shall be very glad to hear it, because many clients of mine will be glad to engage in that form of transaction.

57. That is a rule. Personally, of course, Mr. Bell, you do not know anything about the value of the land?—No. I should not if I had been there.

58. And you could not say whether the Natives got fair value or not?—I am perfectly sure they did not, because I have the greatest possible respect for the gentlemen who have seen it and purchased it, and would take their opinion on any question of the value of land.

59. It is on that that you base your assumption?—Not only that. This is a block of land on the coast north of New Plymouth, and one has a general idea of what improvement it is capable of, and I have heard, though I have not seen it, of what the part of the block that has been improved is supposed to be worth.

60. Any way, you could not give evidence as to value?—No; but I know this—and it is this I am speaking from when I say the price was absurd: whoever held that land would have had to