

your legal advisers advising you to do so. As to 1F, we are all agreed that the lease was voidable, and the Commission were quite right in that opinion.

74. *Mr. Massey.*] Is that the big block?—Yes.

75. *Hon. Sir J. Carroll.*] That is the block in which the majority of the Native owners consented to the sale. (To witness): Had the Government acquired the freehold from the Natives, the claim of the lessee would have held good—that is, the freehold must be subject to the leases?—No doubt.

76. Any purchase would be subject to those leases?—If the leases were good, of course, it would be subject to them.

77. There is a strong suggestion, statutory or otherwise, that they were. They were hard to remove, at any rate?—Yes, I think they were good except the one in respect to Block 1F. But I do not quite see what your question means. I am only a witness upon the question whether the Natives have been injured; I cannot be a witness on the question whether the Government did wrong in not purchasing themselves. Why should not the Government have left them alone? Why should the Maori Land Board persuade these people to part with their land?

78. That is where we disagree. You will insist that they were persuaded?—The alternative you are suggesting to me is that the Government should have purchased. I understand that Mr. Massey puts that as an alternative. I have not done so. I cannot understand it. Why should the Natives be obliged to sell at a gross under-value because you are not prepared to give a fair value?

79. We differ on that point. We say that the Natives got a very good price under the circumstances?—The Government say so. I do not think you yourself think so.

80. Oh, yes, I think they did under the circumstances. However, that is neither here nor there. You have made it clear that your evidence is merely as to the Natives and their interest?—I hope that I made it quite plain that I have not here ventured an opinion as to the action of the Government in the matter. I am not a politician; I am only a lawyer in this matter, and the question is whether it was advisable for the Natives to sell. Whether the Government have acted rightly or not I do not know. I do not think it is in the public interest, but that is another matter.

81. In your reference to Mr. Skerrett, in your opening statement, you made it appear, I thought, that he was associated with the Commission at the time the Commission investigated and reported on the Mokau land?—No, I feel sure he was not, because I knew he had given up acting under your first authority, given some time before that. He was brought in again, I understand, under that general authority. I assume, for instance, that the Government paid Mr. Skerrett's expenses in connection with Mokau as well as other lands.

82. No. That is the point I want to clear up?—The Maoris have not paid him, as I understand it.

83. I could not say. He was not engaged by the Government at all?—Then he will be paid out of the £2,500.

84. That is a matter between him and his clients?—Entirely so. But I am confident Mr. Skerrett never thought he was acting for persons who were responsible to him for his fees other than the Government.

85. I think you are wrong there. He was entirely dissociated from the Government. He was acting for certain of the Native owners of the Mokau Block?—If he was acting only for certain of the owners he could not possibly have given general advice. His advice given to you is on behalf of the whole Natives. I know Mr. Skerrett so well; he is very careful what he says in that way. He did not say he was acting only for a few Natives when he comes to you.

86. He says in his letter, "I have the honour to apply on behalf of the Native owners"?—I am confident I am right that Mr. Skerrett was acting then under the authority which you had given him to advise the Maoris.

87. No, that is not so?—Well, of course, you know and I do not.

88. *Hon. Mr. Ngata.*] Was there any time when you could say you represented the whole of the owners subsequent to Mr. Skerrett dropping his brief?—Never at any time. I never claimed to.

89. You represented a section?—What you call a section turned out to be a large majority, so I understand.

90. More or less?—More or less.

91. You did not represent the whole of them?—I never pretended to. The question arose between Mr. Skerrett and myself as to which represented the majority, and he was satisfied after the first meeting that I did.

92. You did not at any time represent the Pepene faction?—No. That is the gentleman who is now claiming £1,000 for effecting the sale. Those gentlemen who were supposed to be representing the Maoris are now claiming a commission for having sold the block.

93. The statements of fact in the evidence that you have given us are limited to what took place after the first meeting of assembled owners and up to the second meeting?—And after the second meeting to this extent, that the Natives had no independent legal advice.

94. But as to the details of what actually took place at the meetings of assembled owners you have no personal knowledge?—No.

95. Beyond what Mr. Hardy and Tuiti Macdonald informed you?—I have put in Mr. Hardy's report.

96. So that all the charges you have made against the Maori Land Board, more particularly the President of the Board, are largely from what you have deduced from Mr. Hardy's report?—Why do you say "more particularly the President"?

97. The Board was never at the meeting of assembled owners. The only place where the Board comes in is to set the machinery in motion. The Board itself as a Board is never present at the meeting, only the President?—That is so.