

opinion we got from Mr. Bell. I have it here. In that opinion he said it was only in Block 1F that he had no doubt we could upset the lease.

*Mr. Massey:* I would suggest that the witness read the whole opinion.

*Hon. Sir J. Carroll:* Mr. Bell has already stated that he gave that advice. I think it will be quite sufficient for the witness to say that Mr. Bell gave it as his opinion that the lease of 1F could be attacked successfully.

*Witness:* That is so. He said that the leases of the other blocks were assailable only on certain questions, and those questions could be brought forward only by very much litigation. The people whom I was representing had only a very small interest in Block 1F, and the opinion of Mr. Bell was against us with regard to the blocks they were largely interested in. However, I attended the meeting of the Board—the first meeting of assembled owners.

20. *Mr. Herries.]* Was that in January—the 6th January?—Yes. Those present were Mr. Dalziell, myself, and Pepene Eketone. At that time there was a breach between Pepene's party and my party. It was this: those in Pepene's side wanted to sell to the company.

21. *Mr. Massey.]* What company?—Herrman Lewis's company, I take it.

22. Did you know there was a company?—It was mentioned by Pepene Eketone and his party that they wanted to sell to a company.

23. Do you know the names of any of the other members of the company than Mr. Herrman Lewis?—No.

24. *Hon. Mr. Ngata.]* You did not know there was a company?—No. Before the resolution was put by the President of the Board I objected on behalf of my clients. My first objection was that my clients did not want to sell. As a matter of fact, some of them were Te Whiti-ites and Tohu-ites: they would not sell at any price, even if the weight of the land were given them in gold. It is an old gospel of theirs. My second ground was this: we thought we were entitled to more than was offered in the resolution.

25. *Mr. Massey.]* What was offered?—£25,000. As a matter of fact, the Natives informed me at the time, as a ground for our objection, that a certain portion of this block had been sold—if my memory serves me right—to a private company for £2 per acre. It was the northern portion.

26. *Hon. Sir J. Carroll.]* Was not that another block across the river, of 17,000 acres?—Yes.

27. *Mr. Massey.]* It was only separated by the river?—Yes.

28. And it was sold for——?—I was informed, for £2 an acre.

29. Have you seen the block?—Yes.

30. Is it similar land to the Mokau-Mohakatino Block?—It is practically the same, only it has not so much bush, and it is fern country just beyond.

31. *The Chairman.]* Practically level?—Yes.

32. To whom did that land belong—to Stubbs?—If my memory serves me aright, it did.

33. *Mr. Massey.]* Who purchased that block?—That I could not say. However, after all our protest against the resolution, it was put. Before it was put I was quite confident that I would defeat it, as I had quite 75 per cent. of the owners with me.

34. *Hon. Mr. Ngata.]* The owners of 1F?—No, of all the other blocks excepting 1F. My party owned practically the whole of the other blocks, but not 1F. The voting on the resolution in connection with 1F, if my memory serves me, was equal, but as far as the other blocks were concerned there was a majority against the resolution.

35. *Mr. Massey.]* Do you remember the numbers, for and against, in those blocks?—As far as numbers went they defeated us, but when it came to shares we outnumbered them.

36. You had the area?—Yes. I think there were about twenty-five or thirty to eight of my people.

37. *Mr. Herries.]* In which block?—In Blocks 1H, 1E, 1D, and 1J. In Block 1F, if my memory serves me, the sellers had a small majority. After that meeting of the Board I advised the Natives to come to Wellington again to see Mr. Bell as to what we could do further in the matter.

38. *Mr. Massey.]* There was no talk of adjourning at that meeting, was there?—No.

39. The meeting was over and at an end?—Yes. I decided that that should be our last meeting with Mr. Bell in connection with the matter, and that we should proceed with our litigation in testing the validity of all the leases or encumbrances over the whole of the blocks. A committee was formed, authority for us to act being signed by the people. When we got to Mr. Bell's office a meeting of the committee and Mr. Bell was held. Mr. Bell wanted us to pay him a sum of £100 in connection with work that he had already done—giving his opinion and attending to other matters in connection with the whole block. This we paid. After that Mr. Bell mentioned a sum of £800. This sum was to be a fighting fund for us. The amount was to be handed over to a committee, and this committee was to pay out when Mr. Bell required the money. If we failed to find this £800 that was the end of our case. The writ was issued by Mr. Bell.

40. *Hon. Sir J. Carroll.]* You do not know whether the writ was issued, do you?—Yes, we have the writ, signed by 75 per cent. of the owners.

41. *Mr. Massey.]* Was it served?—No.

42. *Mr. Herries.]* Do you know the date of this?—It would be shortly after the meeting in December; it would be about January.

43. After the first meeting of the owners?—Yes. It would be early in January when Mr. Bell drew up the writ.

44. *Hon. Sir J. Carroll.]* Was the writ in connection with all the blocks?—Yes. I and the other Natives proceeded again to Mokau with the view of obtaining the signatures not only of our clients, but of all the other Natives who were in favour of opposing the sale and testing the validity of those leases. When we got to Mokau a special meeting was convened by the committee for the purpose of raising funds. Every scheme conceivable for raising funds was placed before