

our committee, but without success. We even went so far as to depute some of the Natives to go to Auckland and ascertain whether their titles there were good for mortgaging in order to raise funds. That also was a failure.

45. They had other lands there, had they?—Yes, a lot of other land; but they had leases over it. Whilst we were endeavouring to get funds another advertisement appeared in the *Gazette*, similar to the first.

46. *Mr. Massey.*] Did it mention the proposal to sell to Mr. Herrman Lewis?—That I am not prepared to say. As far as my memory serves me, the wording was exactly the same as in the first notice.

47. *Mr. Herries.*] At what date was this? [*Gazette* produced.] Will you read the notice out, please?—“Notice of Meeting of Owners under Part XVIII of the Native Land Act, 1909.—Regulation No. 48.—The Maori Land Board for the Waikato-Maniapoto Maori Land District hereby notifies that the adjourned meeting of the owners of the Mokau-Mohakatino No. 1F will be held, in pursuance of Part XVIII of the Native Land Act, 1909, at Te Kuiti, on Tuesday, the 21st day of February, 1911, at 11 o'clock in the forenoon, for the purpose of considering the following proposed resolution: ‘That a proposed alienation (by way of sale) of the land, at a price to be decided at the meeting, be agreed to.’ Dated at Auckland, this 31st day of January, 1911.—W. H. Bowler, President.”

48. What is the date of the *Gazette*?—The 2nd February, 1911.

49. *Mr. Massey.*] With regard to this meeting, there is a discrepancy here. You were present at the first meeting, and you told us that it was not adjourned—that the meeting came to an end?—It was at an end.

50. Did you know of the adjournment?—I am not in a position to say. It was at this meeting that Mr. Skerrett appeared, with Mr. Dalziell.

51. For the first time?—Yes.

52. Was Mr. Skerrett working with Mr. Dalziell?—No, I could not say that.

53. Was Mr. Skerrett in favour of the sale or opposed to it?—I take it from Mr. Skerrett's address that he was between both parties. The way he was addressing the Board was to show the Natives the benefits they would gain by acceding to the sale—as far as litigation was concerned.

54. Mr. Skerrett put before them the possible benefits that would accrue from the selling of the land?—That is so—the benefits the Natives would derive as far as litigation and other matters were concerned.

55. *Hon. Mr. Ngata.*] Was this at the February meeting?—Yes.

56. Was this the first meeting he attended?—Mr. Skerrett was not present at the first meeting. It was the second meeting he was present at, as far as my memory serves me.

*Mr. Dalziell.* At the time of the second meeting Mr. Skerrett was away in England.

*The Chairman.* We will get all this from Mr. Bowler.

57. *Hon. Sir J. Carroll.*] As far as your memory serves you, Mr. Macdonald, it was the second meeting Mr. Skerrett was present at?—Yes.

58. *Mr. Massey.*] On whose behalf did Mr. Skerrett appear? You say you represented a majority of the owners?—Yes.

59. Was Mr. Skerrett working with you?—No.

60. On whose behalf did he appear? What standing had he?—I am at a loss to this day as to that, but I take it that he was a friend of those who were opposing the resolution only to a certain extent: he was showing my people the benefits they would gain by giving way to the sale.

61. Telling them what a lot they could do with the £25,000—No; as far as litigation and other matters were concerned. I again opposed the resolution.

62. At the second meeting?—Yes. But before coming to that I wish to say this: I notice that in his evidence before the Committee Mr. Bell stated that it was well for Mr. Hardy and myself that he should not be present at that meeting, when Mr. Skerrett attended. In fairness to myself and Mr. Hardy, let me say that our position was this: we never had sufficient funds. Mr. Bell pointed out to us before we left his office that he must be paid before he attended to any of these Native matters, because prior to this case he had had a big transaction with Natives in that district and had not been paid. I consulted the committee on the matter whether it was possible to get Mr. Bell there or not, and the committee decided, in view of the fact that we had no funds whatever in hand, that we could not ask Mr. Bell to attend and give us legal advice when Mr. Skerrett was attending the meeting of the Board.

63. You paid £100 to Mr. Bell?—Yes.

64. Are you aware that Mr. Bell stated on oath that the £100 would have been more than sufficient to enable him to attend the meeting at Te Kuiti on behalf of the Native owners?—That I could not say.

65. So that really there was nothing to prevent Mr. Bell attending?—That is so, excepting this: the committee were bound to protect Mr. Bell's interests as far as his costs were concerned, and we did not care about wiring to him to come and then find that we had no money to pay him. Further, we thought that we could defeat the resolution, even if it was put, seeing that we had a majority on our side. So, armed with that, we opposed the resolution. At this meeting it was adjourned. I could see at that time that some of my people were getting away from me; they were afraid of this £800 of Mr. Bell's. Rather than stay in my camp and be saddled with £800 in costs, they went over to the other side. In view of this I again asked the Board to adjourn for a short period.

66. When you mention the Board do you mean that the Board was present as a Board, or was it only the President?—The Board.

67. At the meeting of assembled owners?—Yes.

68. *Hon. Mr. Ngata.*] Were there three members?—There was the clerk.