

told me to tell the Natives that he was not a popgun—that it would take more than 5s. to load him in the event of his going to Te Kuiti. I took it from that that we would have to pay a stiff fee to get him there. Those were his very words that I have used.

166. You saw Mr. Bell after the first meeting of assembled owners?—Yes.

167. From the time of the second meeting until the final disposal of the resolutions had you any communication with Mr. Bell?—Mr. Hardy did. I was away at the time, and Mr. Hardy acted as I acted when I was present. He informed Mr. Bell of our position, and told me we could not proceed any further with the matter: we would have to do the best we could.

168. From the time you first became connected with this block, towards the end of last year, when the Native Land Court proceedings took place at Te Kuiti—from that time until the final meeting of the assembled owners were you in communication with any member of the Government?—None whatever.

169. Did you have any communication with any member of the Native Department, except the President of the Maori Land Board?—None whatever, except with him. Even with Mr. Dalzell and the company I had no communication whatever. As a matter of fact, there was very bitter feeling between my party and Pepene Eketone's party.

170. Are you still of opinion that this Mokau transaction was a gigantic swindle?—No. As far as the facts that I am concerned with and know of are concerned, I do not see where the swindle is.

171. What made you express that opinion to Mr. Massey?—I suppose it is a political phrase.

172. You have been a candidate for Parliament, have you not?—Yes.

173. Against Mr. Parata?—Yes.

174. In the Opposition interest?—Yes—well, Independent Opposition.

175. *Mr. Massey.*] When was this?—About two Parliaments ago.

176. *Hon. Mr. Ngata.*] You say that Judge Holland presided at the last meeting?—Yes.

177. Where was Mr. Bowler?—He was busy with the sitting of the Board in another place and could not attend.

178. *Hon. Sir J. Carroll.*] Was Block 1f the principal one of these Mokau blocks—was it the largest?—Yes.

179. You say that at the first meeting the non-sellers carried the day in respect of the other blocks, but with Block 1f the sellers had a majority?—Yes.

180. That was the block in which Mr. Bell gave the opinion that it was the only one where the lease was assailable?—Yes.

181. *Mr. Dive.*] What was the object of adjourning these meetings? Was it for the purpose of influencing the Natives to change their minds and to sell?—No, not so far as we were concerned.

182. Is not that the usual procedure with the Natives—if they are not agreeable to accept a certain proposition, to keep on convening meetings with a view to changing their minds?—No, certainly not. I asked for adjournments for our own purposes—in fact, I asked for an adjournment on several occasions to give us time to find funds to fight the case—to raise Mr. Bell's £800.

183. I understand that, besides the £25,000, you are to get also £2,500 worth of shares?—Yes.

184. What ratio will that number of shares bear to the capital of the company?—Those shares will be divided according to the shares of the Natives in the block.

185. But what is to be the share capital of the company? In other words, what will be the ratio of that £2,500 to the share capital of the company?—It will bring the amount we get up to £27,500.

186. *Mr. Massey.*] The evidence of the witness was that he did not know the capital of the company, and therefore was not able to tell us the ratio in which the £2,500 worth of shares stood to the capital of the company?—That is so.

187. *Mr. Dive.*] Is it not a fact that the Natives are supposed to be fully conversant with any agreement that is signed when making a sale?—Yes.

188. Am I to understand from you that they do not know the ratio that that £2,500 will bear to the capital of the company?—That is our position. It was explained that £100,000 was the capital of the company—that was, through the papers.

189. *Hon. Sir J. Carroll.*] The Natives deputed Mr. Hardy to make arrangements, and he came down to Palmerston?—Yes.

190. *Mr. Massey.*] Are we to understand that Palmerston was the headquarters of the syndicate or company even at that time?—That I could not say. According to Mr. Hardy, he met some members of the company there. Whether it was the company's headquarters or not I could not say.

191. *Mr. Dive.*] I understand that the £2,500 to be retained was to be held to pay any claim. What were these claims? Who were making any claims?—These would be legal claims for costs not only in this matter since I was connected with it, but for years previously expenses had been incurred over the Mokau Estate. Evidently before then the Natives had been exerting themselves to fight these leases—long before I came on the scene.

192. When these accounts have been paid will a full statement be submitted to the owners of the block?—Yes.

193. Regarding your statement that this was a gigantic swindle, you said that this was a street expression. Does it coincide with your own opinion?—I should say No. As far as this Mokau affair is concerned, I would say I am not in a position to judge one way or the other.

194. Then, may I ask you, why did you make that statement to Mr. Massey—that it was a gigantic swindle?—I think, Mr. Massey, you said there was some swindle in it, did you not?

*Mr. Massey.* Oh, no.

195. *Mr. Dive.*] What was your object in making that statement to Mr. Massey?—That is an expression that I hear outside in the street.