

104. It is different from alienation under other parts of the Act?—Yes.

105. Were any conditions imposed by the Board as a precedent to the confirmation?—Confirmation was conditional on the Natives being found to have other land and to the Order in Council being gazetted.

106. The Board have power to make conditions, have they not?—Yes. A further condition was that the purchase-money was to be paid within three months, and the shares allotted.

107. The Act says, "the Board may so confirm the same, subject to any modifications which in the opinion of the Board are rendered just or necessary by reason of that circumstance." There was no modification?—No modification of the resolution.

108. The resolution, then, was confirmed exactly?—Exactly as carried.

109. We hear that conditions were imposed by the Maori Land Board with regard to cutting up the property?—That is so. That was part of the arrangement.

110. What arrangement?—The proposal put forward by Mr. Dalziell.

111. It is not contained in the resolution?—No. That was an arrangement between Mr. Dalziell, as Mr. Lewis's solicitor, and the Board, making it obligatory for the land to be cut up within three months.

112. Under what section of the Act did you make that arrangement?—There is no statutory authority. It was simply a matter of arrangement between ourselves, as agents for the Natives, and the purchaser.

113. Do you not think it would have been better to make that a condition of confirmation, which you had power to do?—No, seeing that we could safeguard ourselves by the fact that the Board had to execute all documents.

114. But you say there is no statutory authority to do this?—That is so; but the Board would not have completed the agreement to sell and the transfers without being satisfied that those conditions were carried out.

115. Have you got anything in writing from Mr. Dalziel? Did he put forward any proposals in writing?—I do not know that he did. It is all stated in the minutes.

116. Is there an agreement?—There was an agreement signed subsequently.

117. The minutes say, "Board decided to confirm resolutions in each case, agreement not to be signed until certified lease of other lands produced and Order in Council under section 203, 1909, gazetted." What is this agreement?—An agreement between the Board and Mr. Lewis, whereby the Board was to execute a transfer and Mr. Lewis was to pay the Board £25,000 and allot the shares.

118. Will you produce the agreement?—Yes, I can put it in. [Document produced.]

119. Will you tell the Committee shortly what the effect of this agreement is?—The agreement provides that the Board shall sell the land to the purchaser for the sum specified; that the purchase-money shall be paid to the Board in one sum, and that the shares shall be allotted; that in the event of default being made in payment of the money for three months the agreement shall be void; that the land be vested in the President of the Board as trustee, he to hold it to insure that the limitation provisions of the Act shall be enforced. It further gives the President of the Board power, if the land is not cut up and sold in three years, to cut it up and sell it by public auction. In case of any dispute arising the matter can be referred to the Supreme Court for adjudication.

120. Is this signed with the common seal of the Board?—Yes.

121. On what day was it signed?—The 11th April, 1911.

122. Is there any minute in your proceedings with regard to the signatures of this agreement?—No.

123. It is not minuted?—No; it is not usual to minute the execution of documents.

124. Under what powers did you sign this agreement as Chairman of the Maori Land Board?—Under section 356, subsection (6).

125. That section reads, "On the confirmation of any such resolution the Board shall become, without further authority than the resolution, the agent of the owners for the time being to execute in the name of the Board an instrument of alienation in accordance with the terms of the resolution as so confirmed, and the owners shall not be competent to revoke the authority of the Board in that behalf." Is this document an instrument of alienation?—Yes. It is an agreement to alienate.

126. Do you mean to say that this is an instrument of alienation?—Yes, it is part of an instrument.

127. I notice that the document is drawn up by Findlay, Dalziell, and Co.?—I think that under the Act an agreement to alienate is an instrument of alienation.

128. This document is the instrument of alienation?—It is an instrument of alienation within the meaning of the Act.

129. Is there any other instrument of alienation?—Yes, there is a subsequent transfer.

130. Is not the transfer the instrument of alienation?—They are both instruments of alienation.

131. Have you ever signed an agreement like this before?—No. We have not dealt with very many sales under this part of the Act.

132. It is unusual to alienate land under these conditions?—It is the only case in which I know it to have been done; but there is nothing extraordinary about it.

133. Did you apply to the head of your Department to know whether you could undertake this?—Yes, the agreements were submitted to the Solicitor-General for perusal.

134. Have you got the correspondence that passed between the Board and the Department?—I could get it from the Head Office and put it in.

135. What I want to know is when was the question of this agreement first mooted?—After the confirmation.