136. Did not Mr. Dalziell at the time of confirmation bring it forward?—At the confirmation it was made clear that the Board would be asked to execute an agreement. The agreement was not submitted until after the confirmation.
137. I think it is an extraordinary thing that the Board should hold the land in trust. You do not hold any other land in trust for the purchaser?—No.
138. It is not a usual thing?—The explanation is that the Board so held it to insure that the land should be cut up into small holdings.
139. Is this the only case in which you hold land in trust for the purchaser?—Yes.
140. Did you receive any instructions from the Department that it was advisable to sign the agreement?—No.
141. Did you apply to the Department to know whether it was advisable that you should?—No, certainly not.
142. Then there was no communication between the Department and the Board as to the advisability of signing this agreement?—No.
143. Or with regard to the agreement at all?—No, excepting that, I think, the agreement was submitted to the Solicitor-General for revision.
144. Who submitted it?—I submitted it.
145. Through the Department?—Through the usual channel.
146. Have you got your letter to the Department?—No; I do not seem to be able to find one.
147. When did Mr. Herrman Lewis pay the £25,000?—I have not got the exact date. I think it was some time in April.
148. I think you said May yesterday?—I could not say definitely without reference to my account-books in Auckland.
149. *The Chairman.*] Will you furnish the date?—I can furnish it.
150. *Mr. Herries.*] Was it subsequent to the 11th April?—It was in May—about the middle of May. I have just referred to my diary.
151. How was the money paid?—By cheque.
152. Whose cheque?—Findlay, Dalziell, and Co.'s cheque.
153. Was the £25,000 all paid in one cheque?—Yes.
154. Why was this instrument of alienation not registered, if it is an instrument of alienation?—Seeing that a transfer was subsequently executed, I suppose there was no necessity to register it. It is stamped.
155. Is there any further instrument of alienation? What is registered?—Subsequently the actual transfer was signed in Wellington.
156. Can you produce that?—No. The purchaser would have it.
157. What was the transfer—to whom?—To Mr. Lewis.
158. What date was it signed?—At the same time as the payment was made. It would be about the 18th or 19th May, I think.
159. Are you quite sure there is a transfer from the Maori Land Board to Mr. Lewis?—Yes.
160. Do you know if it is registered?—No.
161. Do you remember signing it?—Yes.
162. Whose duty would it be to register it?—The purchaser's solicitors' duty, I take it.
163. I may say that I could not find any record of it. You are quite certain that you, as President, signed a transfer?—I signed the transfer.
164. To Mr. Lewis?—It may have been to Mr. Lewis or it may have been to the company. I do not recollect now. The money was paid, and the transfer, for the sake of convenience, may have been drawn in the name of the company. I could not be certain on that point.
165. What was the date that you signed that transfer, did you say?—About the 18th or 19th May.
166. Would you be surprised to know that no such transfer has been registered?—I do not see that the point concerns me very much.
167. Are the conditions in the agreement put into the transfer?—I am making a mistake. The transfer, of course, was to myself as trustee. I am sorry to have made the mistake.
168. What is your position, then? You, as President of the Board, put the common seal of the Board on a transfer to yourself?—That is so.
Mr. Herries: You say that you signed it about the 18th May. I suppose we can get that transfer, Mr. Chairman: the date is rather important. It appears to have been registered only lately.
Hon. Mr. Ngata: On the 8th July.
169. *Mr. Herries.*] Are you sure that it was not in July that you signed it?—Positive.
170. You signed a transfer, as President of the Maori Land Board, to yourself?—Yes.
171. Then you are the registered owner of the land?—I take it I am.
172. What is your position with regard to that?—I hold the land as trustee.
173. Under what section of the Act?—Under no section of the Act. It is part of the arrangement entered into to insure that the land shall be cut up into small holdings.
174. Is not that rather an unusual position for the Chairman of a Maori Land Board to take up?—It was vested in me in my private capacity, and not as Chairman of the Board. It was done simply to insure that the limitation provisions of the Act should be enforced: if they are not carried out by the person for whom I hold the land the Board has power to cut the land up and sell it by auction.
175. Did you consult the Department as to whether you could take that position?—Yes.
176. Can you produce the correspondence?—Yes.
177. What was there in the correspondence: did you receive instructions from the Department to take up that position?—No, the suggestion emanated from the Board. The matter was