

285. Will you read it, please?—"If within the period of three years from the date hereof, or within such extended time or times as may under the provisions in that behalf hereinafter contained be granted by the Board, the whole of the said land shall not have been sold in subdivisions and transferred by the Board to the purchaser or a derivative purchaser or derivative purchasers thereof in accordance with the provisions of paragraphs 7 and 8 hereof, then and in such case the right of the purchaser to require further transfers and assurances of the part or parts of the said land not theretofore sold and transferred in accordance with the provisions of paragraphs 7 and 8 hereof (hereinafter referred to as 'the unsold lands') shall, subject to and without prejudice to the provisions of the next succeeding paragraph hereof, absolutely cease and determine." And thereupon it is declared that I "stand possessed of the unsold land upon trust for the Board to enable the Board to execute the trusts and purposes following: (a) To sell the fee-simple thereof," &c.

286. If that provision were not carried out, what would be your attitude?—I should recommend the Board to cut the area up.

287. Are you aware whether the purchasers up to the present time have taken any steps to survey or cut up the land or road it?—I am told they have a staff of surveyors up there.

288. Have you any knowledge yourself?—No actual knowledge.

289. With regard to your being President of the Board, would not your position as trustee under this deed of agreement strengthen the position of your Board in dealing with any disagreement that might arise between the purchaser and the Board?—Possibly it would.

290. Would you not have a double strength by your being President of the Board and also trustee, practically, of this property?—I think that was the only reason that actuated me in taking the trust, to see that the limitation provisions of the Act were carried out.

291. Regarding transactions that you have had in the past, so far as the King-country is concerned, is it in any way unusual for a number of the Natives never to agree? Are there in your experience many disagreements when the first overtures are made?—Quite frequently.

292. That is not unusual?—No, quite a common thing.

293. Do you know this property at all yourself?—No.

294. You have never been on it?—No.

295. *Mr. Massey.*] Did I hear you say that the Board employed Findlay, Dalziell, and Co. in connection with part of these proceedings?—No. I said that Findlay, Dalziell, and Co. acted for the Board in lodging the caveat, thus preventing the registration of any further documents.

296. In that respect they acted for the Board?—Yes.

297. Findlay, Dalziell, and Co. were also solicitors for the purchasers?—*Mr. Dalziell* was.

298. I suppose that means the firm, does it not?—I do not know that it does.

299. Do you not think it a very extraordinary position in which to place a firm of solicitors—to act on one hand as solicitors for the purchasers and on the other hand as solicitors for the agents for the vendors?—They did not act in an advisory capacity to us; they simply acted as an instrument in registering one document—a very small matter.

300. Who recommended you to sign the mortgage?—I had no advice on that point.

301. At whose request did you sign it?—At the request of *Mr. Dalziell*, as solicitor for *Mr. Lewis*.

302. *Mr. Dalziell* seems to have taken a prominent part in connection with the whole of these transactions?—He did.

303. Advising the Board occasionally?—I do not know.

304. Advising you as trustee?—Only in that instance, after the Board had finished its proceedings.

305. Are you aware that under this agreement the present owners of the land, whoever they are, have the right to retain the minerals when the subdivision takes place?—You mean when the land is cut up?

306. Yes?—No, I am not aware of that.

307. Would you be surprised to learn that such is the case?—I would.

308. Would you be surprised to learn that the present owners intend to retain the mineral rights?—I think that at the present time my position is that I own both the land and the minerals.

*Hon. Mr. Ngata:* Are you not confusing this with the other block, *Mr. Massey*?

*Mr. Massey:* No. I know exactly what the position is.

*Witness:* I understand you are wrong.

*Mr. Massey:* I will not press it now.

*The Chairman:* Can you state to the Committee, *Mr. Massey*, what paragraph of this deed that is in?

*Mr. Massey:* I have been looking through the deed, and so far as I am able to ascertain it refers only to the surface rights, and does not include the mineral rights.

*Witness:* Does it specifically say so?

*Mr. Massey:* No, it does not. I do not think it is intended to say so.

*The Chairman:* Would you buy a property under those conditions?

309. *Mr. Massey.*] I am not under examination. (To witness): You told us that *Mr. Lewis* paid the required fee to the Maori Land Board, of which you are President?—I would not be absolutely certain who paid it, but it was paid.

310. On behalf of?—The purchaser, I take it.

311. By whom was it paid?—I would have to refer to my cash-book to be certain—either by Findlay, Dalziell, and Co. or Chapman, Skerrett, Wylie, and Tripp.

312. I think you stated that *Mr. Dalziell* gave you the information with regard to the issue of the Order in Council?—Yes.

313. Did he tell you where he got that information?—No.