I do not mean necessarily that after we had got our title it could be attacked in respect of some procedure, because there is a provision in the Native Land Act which makes the confirmation of the resolution conclusive as to the preliminaries; but we were very anxious not to have to go back over the ground a second time, and we therefore took care to do what we thought was required by the statute and regulations. We accordingly made two applications. Mr. Skerrett applied on behalf of the Natives to the Maori Land Board for a meeting of assembled owners; I, on behalf of Mr. Lewis, made a similar application; and Mr. Skerrett, on behalf of the Native owners, made formal application—he had, of course, already written to the Government on the subject—to the Governor for an Order in Council. Although this was an application to the Governor, it had, according to the regulations, to go through the Maori Land Board, and the Board, in sending it on to the Governor, had to make a report on it. A meeting was accordingly called for the 6th January, 1911, at Te Kuiti. I had originally intended not to be present at that meeting.. I understood from Mr. Skerrett that there would be no opposition at all to the resolution on the part of the Natives. I was in Dunedin at the time, and was not intending to be back until after the meeting. My client, however, telegraphed to me asking me to attend in case some difficulty arose. I assured him it was all right, but finally I went. At this meeting there were many Natives present.

2. *Mr. Herries.*] What meeting are you speaking of—the meeting of assembled owners, or the Board meeting?—The meeting of assembled owners. Mr. Skerrett first addressed all the Natives and everybody present. He told them plainly what he thought about the titles to the leases, and he finally advised them that if they were satisfied with the price they should sell rather than hold on to their property or go into the difficult and expensive litigation that seemed to be ahead of them. I also addressed the Natives, very shortly, making an offer of £25,000 in cash on behalf of the lessee. The Natives elected Mr. Bowler as chairman of the meeting without any opposition. He put the resolution, and the voting was as has been stated to the Committee already by him. After the voting had taken place Mr. Skerrett and I discussed the position with Mr. Bowler, and he told us that in the circumstances he would have very great reluctance in confirming the resolutions which had been carried. He said that the meeting was, in his opinion, not sufficiently well attended to justify him in confirming the resolution when there was so small a majority in its favour. Mr. Skerrett and I then discussed the position with the Natives, and the sellers said they would prefer not to go on with an application for confirmation of those resolutions which had been passed, because they thought it would only further alienate the non-sellers and leave the matter in a very unsatisfactory position. Their opinion was that it was better to sell all or none of the blocks. The non-sellers also were of opinion that it would be better for all sides to have a further meeting. Mr. Macdonald stated that after hearing Mr. Skerrett his people would like further time in which to consider the whole position. A resolution was accordingly moved, I think, but am not quite sure, by Macdonald, who was acting for the non-sellers—it was either Macdonald or some Native selected by him—and seconded by the other side, that the meeting should be adjourned to a date to be subsequently fixed by the President of the Maori Land Board. Mr. Bowler then suggested to both sides—suggested, in fact, to all the people present—that they should take steps to have a more representative meeting when they met again, and he advised them to get proxy forms from those Natives who could not be present personally. The meeting was accordingly adjourned. Mr. Skerrett and I then went before the Maori Land Board.

3. On the same day?—The same day. It was in the evening, I think, of the same day; and our applications, or application——

Mr. Herries: There were two, according to the *Gazette*.

Witness: I was not quite sure whether it was one or two. At any rate, the application for the Order in Council was considered. Our reasons in favour of it were stated, and the Board resolved to recommend the issue of the Order in Council. The reasons we urged are set out, I think, in the Board's minutes; but, shortly, they were that failing this settlement, expensive and prolonged litigation would result to all parties, including, probably, the Crown; and also that this block of land would remain idle probably for a long time to come; whereas the purchasers were willing, if they could be allowed to purchase the Natives' interests, to have it made a condition that the whole block should be disposed of in areas in accordance with the limitation provisions of the Maori Land Act. After these meetings Mr. Skerrett and I had a conference with the sellers, and we were informed that there was very bitter feeling between the two sections of the Natives. The sellers were controlled by Pepene: he was looked upon, I understand, by all the Native owners of the block as their principal adviser. It seems that some of those at Mokau were not inclined to take his advice in the matter, and they had a row, and feeling was very bitter just at the time of this meeting. We were told by Pepene and a chief named Wetere that if we approached the non-sellers at all they would not agree to sell: a great part of their concern in the matter was to get back what they called Pepene's mana. They therefore told us that it would be necessary for us to deal with them, and that they would do what they could to bring the other side in, but we must not interfere. It is important to bear in mind at this stage just what the position was then. The Natives had been told by the Native Land Commission that the leases were so defective that, in the opinion of the Commission, they should not agree to do more than pay £10,000—I think that was the sum—towards the liquidation of the trustees' mortgage. The Commission had expressed that opinion—that the leases were so defective that the lessors should not even pay the amount of the mortgage. They were also advised by Mr. Skerrett that the leases were defective, and that they had a claim against the Assurance Fund. They were further advised by Mr. Bell that the leases were very defective, and that, in addition to the probability of getting back, at any rate, IF, they would also be entitled to claim the sum of £10,000 damages for the non-performance of the covenants up to that date. They therefore at this time were having two alternatives, and two alternatives only, pressed on them: one was to sell for