

*Witness:* You will find that on receipt of a telegram from Mr. Bell asking if he was required to attend the meeting, Mr. Hardy wired, "I will communicate with Mr. Macdonald and let you know."

*Mr. Massey:* You are quite mistaken.

*Hon. Sir J. Carroll:* Mr. Bell's wire was on the 6th and Mr. Macdonald's on the 7th. On the 8th Mr. Bell wired to Mr. Hardy to engage rooms.

*Mr. Massey:* I have the telegram in dispute. It is dated the 7th March, and is from Mr. Macdonald to Mr. Hardy: "Mr. Bell not required. Will arrive Thursday morning."

*Witness:* That is not the first telegram.

*Mr. Massey:* It is the first telegram from Mr. Macdonald to Mr. Hardy. And on the next day, apparently, Mr. Hardy wired to Mr. Bell, "Macdonald advises not necessary for you to come." There is another telegram on the 8th. These telegrams appear to have crossed. This is from Mr. Bell, in which he asks Mr. Hardy to arrange for a bedroom for him. That telegram is dated the 8th—after the telegram dated the 7th had been received by Mr. Hardy.

*Hon. Sir J. Carroll:* The first one from Mr. Bell was on the 6th.

*Witness:* Those telegrams will speak for themselves. The last statement is that Macdonald must have been bought. Now, Mr. Bell said in his evidence that he was quite sure that neither I nor Mr. Lewis had anything to do with the misleading—as he termed it—of his clients; but a statement such as that, that Macdonald must have been bought, necessarily reflects upon all the parties concerned with the purchasers in this matter. It necessarily implies, I suggest, that some one acting for the purchasers must have bought Macdonald. Now, Mr. Bell made no attempt whatever to give you any evidence of any kind in support of that statement. And there is no foundation for it of any kind. I suggest that it is a very extraordinary statement for one in Mr. Bell's position to make. I think that is all I desire to say, sir.

33. *The Chairman:* Is that the conclusion of your statement?—Yes, sir.

34. *Hon. Mr. Ngata:* You gave evidence before the A to L Petitions Committee last year, on the petition of Mr. Joshua Jones, Mr. Dalziel?—Yes.

35. Mr. Skerrett did also?—I do not remember.

36. I want to quote from Mr. Skerrett's evidence given before that Committee on this question of a claim on the Assurance Fund. This is what he said: "We claim, besides the right of re-entry, that the lease of 1882 was wholly invalid. I do not suppose I need trouble you with the grounds for that claim, as it is a complicated matter; and we further claim that, if Mr. Lewis has a Land Transfer title, the Registrar-General is entitled to compensate us, because the lands have been brought under the Land Transfer Act. With regard to the rest of the leases, of the pastoral portions, I have advised the Natives that all these are bad leases, and that if Mr. Lewis has a lease under a Land Transfer title, they are entitled to compensation from the Assurance Fund, and I have given the necessary notice in all the cases. They have got to be brought within six years from 1904; and in one case I have issued a writ against the Assurance Fund claiming damages. You will see that, if not settled, this is going to involve great and costly litigation. There will be actions against Lewis to determine the lease, and, possibly, actions against the Assurance Fund to claim compensation." That was the opinion that Mr. Skerrett held when he appeared before the Committee on the 28th October, 1910?—That is so.

37. Can you tell the Committee that that was Mr. Skerrett's opinion up to the time the negotiations were entered into?—That is the opinion that Mr. Skerrett always expressed to me.

38. Would Mr. Skerrett have expressed that opinion if the claim were merely a bogus one?—I think that Mr. Bell ought to be, and probably would be, the first to say that Mr. Skerrett would never set up bogus claims.

39. You say that you made inquiries, before the Board confirmed the resolution, as to whether the Natives had sufficient other lands?—Yes.

40. Did you satisfy the Board of that before confirmation of the resolution was granted?—We did. It was a matter of very great difficulty. We had to employ people in Auckland, Otaki, and New Plymouth.

41. The usual course, I think, is to submit a search to the Board?—Yes. The difficulty here lay in the fact that the Māoris were scattered over different provincial districts. It was a somewhat expensive matter to obtain the information.

42. But that information was supplied?—It was obtained. It was shown that every Native had other lands, the details of them being given.

43. You were present at the final meeting of the assembled owners when Judge Holland presided?—I was.

44. What part did Judge Holland, as representative of the Board, take in the proceedings?—The only part he took was to inform the Natives that they were entitled to elect a chairman to preside at the meeting, and both sides desired that he should preside. He acted as chairman and put the resolution and declared it carried.

45. Did he advise the Natives in any way as to how they should exercise their power—for instance, did he advocate the selling of the land?—No, he gave no advice at all to the Natives, except on the question of procedure.

46. *Mr. Herries:* You say that Mr. Herrman Lewis came to you in August?—The 3rd August, according to my diary.

47. He had previously had dealings with this Mokau Block?—Yes. I explained that he had been connected with it for some time.

48. He had employed other firms of solicitors with regard to the litigation that took place?—Yes.

49. He had an action in the Supreme Court, had he not?—Yes. As a matter of fact his usual solicitor in Wellington, I think, is Mr. Tringham. But he employs nearly every solicitor in Wellington, I think, in different matters.