

123. Do you wish the Committee to understand that if the Order in Council had not been issued Mr. Lewis could have become the owner of the block?—No, because I know that he could not.

124. The alienation could not have taken place without the issue of the Order in Council?—That is correct, but that is not your statement.

125. Oh, yes: let me read it again: “Mr. Herrman Lewis apparently approached the Government, through his solicitors or otherwise, and the result was that an Order in Council was issued so as to enable him to purchase the whole block from the Native owners——” That is correct.

126. “—— by so doing avoiding the provisions with regard to limitation of area in the Native Land Act, 1909” ?—There was no question of avoiding at all.

127. There was a question of avoiding, so far as Mr. Lewis was concerned?—No question of avoiding. It was done in accordance with the limitation provisions of the Native Land Act.

128. *Hon. Mr. Ngata.*] Would you have got the Order in Council otherwise?—No.

129. *Mr. Massey.*] That is a question for the Government, and not for Mr. Dalziel?—Of course, we cannot tell, because we never applied.

130. The point, of course, is this: that Mr. Lewis could not have become the owner of the freehold interest without the Order in Council?—That is quite right; but your statement following is not correct, because you say it avoids the limitation provisions of the Act: in fact, it does not. It was pursuant to the limitation provisions of the Act that we got it.

131. *The Chairman.*] That is your answer to the question?—Yes. The limitation provisions provide that this could be done.

132. *Mr. Massey.*] What is the limitation provision—what is the area which may be sold?—The area is specified of first-class land, second-class, and third-class, or, if the Governor in Council thinks fit, a great area.

133. You are speaking now of the Order in Council?—I am speaking of the limitation provisions. There is no fixed limit of 3,000 acres. You have to read the whole of those clauses together. It is Part XII, beginning with section 193.

134. Yes. I think section 204 is really the limitation section: “In computing, for the purposes of this Part of this Act, the area of any land, every acre of first-class land shall be reckoned as seven and a half acres, and every acre of second-class land shall be reckoned as two and a half acres.” That really works out to 3,000 acres of third-class land and 1,000 acres of second-class land?—That is right.

135. If it had not been for the Order in Council Mr. Lewis would not have been able to purchase more than 3,000 acres?—That is quite right; but that is not what your statement says.

136. My interpretation is different from yours: but we will leave it at that. I come to the next paragraph: “(8.) A meeting of ‘assembled owners’ was held at Te Kuiti, and an offer was made by Herrman Lewis to purchase the freehold. His offer was declined. Another meeting was held, and adjourned.” There is a slight inaccuracy there, because the second meeting was an adjourned meeting. “Another meeting was held, and adjourned; and at the adjourned meeting it was decided to accept £25,000 in cash and £2,500 worth of shares in a company to be formed for the freehold of the land. That works out to 10s. 4½d. per acre; and it has been stated that the meeting was not properly representative of the Native owners.” That last sentence you may disagree with, because you have told us that, with the exception of half a dozen or thereabouts, all the Natives were willing to sell: but is the paragraph substantially correct?—Yes, apart from that.

137. “(9.) A meeting of the Executive was held on the 15th March of this year, the Hon. James Carroll presiding, when it was agreed to authorize the alienation of the land referred to by Order in Council. A meeting of the Maori Land Board was held at Te Kuiti on the 22nd March, when the sale was confirmed; but the *Gazette* with the Order in Council was not published until the 30th March, or a week after the sale had been confirmed by the Maori Land Board.” Is that correct?—I do not know the date of the meeting of the Executive.

138. You have not seen it in the *Gazette*?—I may have, but I do not remember it. No, that paragraph is not correct. You say there that the sale was confirmed before the *Gazette* was issued. As a matter of fact it was not. What the Board did was to intimate to me that they would confirm the sale on these two conditions being complied with, which is a very different thing.

139. I do not think you have read the paragraph correctly. “A meeting of the Maori Land Board was held at Te Kuiti on the 22nd March.” That is correct, is it not?—Yes.

*Mr Herries:* It is not really correct. The meeting was held at Auckland.

*Witness:* And it was held on the 23rd or 24th March.

140. *Mr. Massey.*] It was at that meeting that the sale was confirmed, was it not?—No.

141. When was it confirmed?—The Board took into consideration the application for confirmation, and intimated that they would confirm the sale on the two conditions being complied with.

142. Which two conditions?—The issue of the *Gazette*, and being satisfied as to the Native owners.

143. You know, of course, that the *Gazette* was not issued until the 30th March?—I know it was not issued until after that meeting.

144. It was practically confirmed at that meeting, whether it was held on the 22nd or the 23rd?—It was confirmed subject to these two conditions.

145. Then these statements are substantially correct?—It would be well to add to that, “subject to conditions,” because it was not absolute confirmation.

146. With the exception of that, the statements are substantially correct?—Yes.

147. This is the Board’s minute: “Board decided to confirm resolutions in each case, agreement not to be signed until certified list of other lands produced and Order in Council under section 203, 1909, gazetted.” Is that correct?—Yes.