

10. Mrs. Newdick was not present at the meeting at 10 o'clock on 4th March, 1920, and her advisers, being afraid that owing to the later proxies her resolution would be lost, made terms with the opposition and agreed to withdraw Mrs. Newdick's application. The other resolution was then put to the meeting, and the representatives of the Board made a report that it had been carried unanimously. No reference was made to the withdrawal of Mrs. Newdick's proposal, but in a report dated 16th April, 1920, it is stated that the solicitor duly attended and withdrew the application of Mrs. Newdick.

11. Mrs. Newdick, through another solicitor, wrote to the Board complaining that she had not been consulted in the action taken by her former adviser and asked to be heard by the Board.

12. Then ensued proceedings which, being adjourned from time to time, lasted over twelve months, when the Board decided to confirm the resolution (after cutting out the shares of dissentients) to sell to Mrs. Newdick's opponent at £4 per acre.

13. Meantime, on 20th September, 1920, Mrs. Newdick had lodged a further application in connection with a proposal to purchase the land at £10 per acre. Before it would summon such meeting the Board stipulated that she should, as proof of her bona fides, lodge £100 within one month and that her solicitor must give an undertaking that the resolution, if passed and confirmed, would be carried to completion. One reason given for the latter was that the resolution or its confirmation would not in law constitute a contract. It is questionable if the Board could lay down a condition which was in direct opposition to the statute. It is hardly necessary to say that the conditions were not complied with, and Mrs. Newdick's meeting was not called. The dissentients (entitled to 3 acres) were cut off and the confirmation granted as to Maraekaraha No. 2B Block for the balance.

14. With regard to Rotohokahoka B South No. 15 a prospective lessee lodged, on 4th October, 1922, an application to summon an assembled owners' meeting to consider a proposal to lease to him for forty-two years at £15 15s. per annum. A notice was apparently issued on 17th October, 1922, convening a meeting for 27th October, 1922. This notice had the defect that it did not disclose the term or rental of the lease. There is no record to show what became of the meeting of 27th October, 1922, except a pencilled note on the papers, "adjourned to 21st November, 1922." Mrs. Newdick, who had an interest in the block, wished to be present, and claims that she did appear on 21st November, 1922, and was told the meeting had been adjourned *sine die*. The meeting was, however, held on 23rd November, 1922, and a resolution to lease to the applicant carried. The resolution as passed contains matter not notified in the notice calling the meeting—namely, the sale of some timber on the land for £80. On 1st October, 1923, the resolution came before the Board for consideration, and was postponed for purposes of cutting off Mrs. Newdick's interest. The partition application was later dismissed for non-prosecution, and apparently the resolution has lapsed.

15. As to Okurei Block, on 26th November, 1919, Mrs. Newdick lodged an application for confirmation of sale to her by two Native owners and lodged a certificate dated 14th February, 1920, of the Government valuation as at 31st March, 1919, showing the value as £170. Meantime another purchaser of other interests had filed another valuation certificate as at 7th February, 1920, showing a valuation of £415, and Mrs. Newdick was compelled to increase the consideration. It seems that the Board should then have ascertained the reason of the discrepancy, but all the alienations were confirmed under the £415 valuation and an increased consideration requisitioned accordingly. It was not till a third valuation came in in November, 1920, showing £300, that inquiry was made. The explanation given was that the £415 valuation must have been of the wrong land. It was quite right and proper to require the same consideration from all purchasers, but it does seem a little hard that Mrs. Newdick should have to pay £11 1s. 6d. interest on a short payment of £26 1s. 6d. when she had actually paid £13 more than the correct Government value. Mrs. Newdick complains that two other purchasers were able to secure portions of the land, but the Board could not be blamed for that.

R. N. JONES, Chief Judge.

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