

436. Did they apply, then, do you think, intending to work the land themselves after getting it?—Well, the land they have got I do not think any of them could work.

437. Do you think they intended to hold the land permanently themselves after getting it?—I think the chances are they did not.

438. Patullo, Lyall at any rate, and probably some others of your employes know land when they see it; they know the difference between good and second-class land?—Yes.

439. You do not, of course, allow employes in your company to work land of their own?—Yes, we do. There are a good number of our managers, and some of our shepherds, who not only work small farms, but hold land and lease it, and put their savings in land. Mr. Orbell, at the Levels, has two farms; and there are several others of our managers who have land.

440. *Mr. Richardson.*] That is, land which was the company's?—Some of it.

440a. Orbell farms, you say?—Yes, he does.

441. *Mr. Reeves.*] I do not think that is a matter of great importance. I think you told us just now that there was a good deal of this land they hardly could work?—I referred to the smaller sections.

442. It pretty well stands to reason that this land has been taken up, whether by outsiders or employes, with a view of reselling to the company?—Yes; that is so.

443. Do you deny that there is any intention now on the part of the company to take the land, or to buy this land, from these employes?—The chances are that the company will buy it from them. I can tell you this, that I have not spoken "land" to one of these men since the sale.

444. These employes, of course, as you know, of yours applied for the land for their own use and benefit; they had to make that declaration?—Yes.

445. Do you consider that if they apply for the land with a view of selling it, or passing it on to the company at a profit on some future occasion, that they applied for their own use and benefit?—Well, I am of opinion that where a man buys land for cash, as soon as he gets his title he is at liberty to do what he chooses with the land.

446. And if he bought it to resell it the profit that he will get justifies him in saying that it is for his own use and benefit?—Yes.

447. And you would say that, therefore, a man who bought land with the intention of reselling it to a particular person, nevertheless still applied for it for his own use and benefit for that reason?—Yes; I have had the same opinion from legal advisers.

448. With regard to the payment for this land: it was paid for, of course, by cheque. Do you know anything of the cheques?—I never saw them.

449. Do you know whether the company paid for any of the land, or whether the company advanced money to these employes for it?—Yes.

450. You cannot state that there was any agreement between the company and these men of any kind before they applied for the land?—Do you mean written or verbal? There was no written agreement of any kind. These men are at perfect liberty—the same as you would be if you got one of these sections—at the present moment, as far as the company is concerned, to sell the land to Tom, Dick, or Harry.

451. Was there not an agreement, at any rate, that these men should have the money advanced to them?—Well, if you may call that an agreement, there was so; but there was no ulterior agreement.

452. When I say agreement, I mean to say simply an agreement of anything in regard to the land; I do not simply mean an agreement that they were to sell to the company. Was there any agreement in regard to this land at all: referring to it, that they were to apply, and they were to have the money advanced to them and so on?—There was no written agreement about that.

453. But there was a mutual understanding?—Some of them might understand so. The fact is that these men applied of their own accord, without any agreement at all.

454. Patullo and these men did not apply without knowing that you would advance the money to them to pay for the land if they got it?—Quite so.

455. If Mr. Baker stated that there were nine applications put in in the interest of the company besides your own, he would be stating what was incorrect?—I do not know, I am sure.

456. You do not know how many applications were put in for the company: you think it possible that your own application was not the only one made in the interests of the company?—I do not know what you would call in the interests of the company.

457. I mean made in order to prevent outsiders getting the land which the company had held?—Yes.

458. Were there any applications besides your own made to prevent pure outsiders, who had nothing to do with the company, getting this land?—If you mean that you refer to applying for that land in order to prevent outsiders getting it.

459. If you put it that way?—That might be so.

460. *Mr. Smith.*] I have one or two questions. Why did the company wish to secure the whole of this land in the Levels that was sold at this sale, if they were able?—If I had a map of it here I could have shown you. It was jammed in between our original freeholds. The bulk of this land was tops of hills which had been left, and we had bought up the two sides of the hills, and left the tops and steep places. We bought all that was worth £2 per acre years ago, and we had the use of those patches of land (because a great deal of it was patchy), paying, of course, rent to the Government for them, and grazing them along with parts of our freehold; so that the land would have been a benefit to the company if they obtained it. But there were portions lying outside of us, where we had not land on both sides, and we were not at all particular about them. We did not care whether we got them or not. If *bona fide* settlers had got them, we would have been only too well satisfied.

461. Your answer is that the company wished to secure a portion of that sale as an advantage to the rest of the estate. I would ask if your company would allow its employes to pay with its