

56. You say that the Natives were not residing on the 140 acres you mentioned till about two years ago?—Yes, that is about it.

57. Do you know where those Natives came from?—From the Kitimarae Pa. Of course, they have been cropping small bits of it all the time.

58. They have only got seriously to work during the last two years?—Yes. There are only two on it to my knowledge.

59. *Mr. Welsh.*] In 1892 you say your rent was fixed at 3s. 5d.: what was that based upon, do you know?—No, I cannot tell you that. When Mr. Jones came round and valued he went over the property and fixed his rental.

60. On what value was it based—the improved or unimproved value?—On the unimproved.

61. And what was the rate on the unimproved value?—Five per cent. on the unimproved value.

62. Your rent in 1892, then, was 3s. 5d., being 5 per cent. on the unimproved value?—That is so.

63. Now, if you had been able to come in in 1900, did you expect to come in paying the same rent of 3s. 5d.? If you know now of the right to come in in the year 1900, would you have expected to have paid the same rent?—Yes, to pay up till 1892.

64. *The Chairman.*] But if you knew in 1900 that you could come in, is your answer that you would expect to come in at 3s. 5d. an acre?—Yes, I expected to come in in 1900, and pay arrears up from 1892.

65. Assuming, now, that you knew in 1900 that you could have come in under the Act of 1892, what would your new rent have been?—Well, that I cannot tell you.

66. What rent would you have been prepared to pay? Would you have been prepared to pay 5 per cent. on the unimproved value in 1900?—Yes.

67. Well, why, if you rejected 5 per cent. on the unimproved value in 1892, would you have accepted in 1900 5 per cent. on the unimproved value—it would have been a higher rental?—Because my position then was better than in 1892.

68. Do you mean your financial position?—Yes.

69. And the land, I suppose, had become more valuable?—Yes, the land was more valuable at that time.

70. *Mr. Kerr.*] Supposing you had known of your right to convert in 1900, would you have accepted a revaluation to have been made in that year 1900?—No, sir.

71. On what valuation, then, do you think your rent should have been based?—On the 1892 valuation.

72. *The Chairman.*] Then, you would have been content with the 1892 valuation in 1900?—That is so.

73. But you would not necessarily have been content with a revaluation in 1900?—No, we could not tell what the revaluation would have been.

74. You might have said “No, thank you,” as you said before?—I might have said so; it is hard to say.

75. You would have said Yes if they said the 1893 valuation, and you would have reserved to yourself the right to say “No, thank you” in 1900 if they made the revaluation then?—That is so.

76. But if they had said “Well, we will not bother to revalue, but we will give it to you as we offered in 1893,” you would have taken it—that is the extent of your answer?—That is so.

77. *Mr. Kerr.*] I understand your meaning to be this: that in 1900 you would have taken a new lease if the rent had been calculated on the basis of the valuation made in 1892, and you would have paid the difference by way of loading between the rent you were paying in 1892 and 1900?—Yes.

78. *Mr. Welsh.*] In 1892 you knew that your new rent would be fixed at 5 per cent. on the unimproved value?—Yes, that is correct.

79. If you had the right to come in in 1900, you would have known then that your new rent would be fixed at 5 per cent. on the unimproved value?—Yes.

80. Your rights in 1900 would have been to have your new rent assessed at 5 per cent. on the unimproved value. I am speaking of what your new rent would have been from the year 1900 on to the end of the twenty-one years. If you had come in in 1900 you would have had to surrender your new lease?—That is so.

81. And have had to pay a new rent?—Yes.

82. Are you aware that your new rent would have been 5 per cent. on the unimproved value in 1900?—I did not understand you on that point at first. Yes, I would be prepared to come in on that 1900 valuation to take a new lease.

83. Why would you have been prepared to pay 5 per cent. on a higher valuation in 1900 though you refused 5 per cent. on a lower valuation in 1892?—Well, my position then was better in 1900 than in 1892.

84. *Mr. Kerr.*] Then, you would have been prepared to have paid a higher rent on a revaluation in 1900 than you would have paid had you taken up a lease in 1892?—Yes, sir.

85. And would you still have been prepared to pay the extra loading? Supposing the rent had been fixed at 8s. or 10s. an acre calculated on the basis of the revaluation in 1900, would you still have been prepared to take up the lease on those terms, and have paid the loading over the period between 1892 and 1900?—Yes.

86. Mr. Best, do you remember receiving a registered letter from the Public Trustee or his agent notifying you that the term for conversion had been extended in December, 1898?—No.

87. Will you swear you did not receive it?—Yes, I am prepared to swear I never received that letter.