

4. *Mr. Bell.*] Why did you, in answer to Mr. Welsh as to why you signed the lease, say that you signed it knowing that it did not contain the contract which you entered into, and that if you made any complaints you would not get the lease at all?—Because I had spent a lot of money, and I knew once I had signed the lease I would have to go on with it.

5. You now say you did not read the lease before you signed it?—Mr. Rennell read it over to me, but I did not understand it until my wife read it over to me.

6. You did not make any complaint about it then?—No, because I had signed it.

7. That was not your explanation before?—I had spent a lot of money on the land and had signed the lease, and I knew it was no good going back.

8. You thought you would not go back on your word?—Yes.

9. Why did you not give us that explanation before?—Because it was not put to me. I thought I would lose the money I had spent on the land.

10. When you were asked that question about not complaining you did not say anything about not going back on your word. The only explanation you gave was that you were afraid of losing your improvements?—Yes.

11. Not a word about having signed the lease and not wanting to go back on your word. Why did you not give the Commission that explanation?—It amounts to the same thing.

12. Is that what you tell the Commission—that losing money and going back on your word is the same thing?—I knew it was no good going back to Mr. Rennell when I had spent a lot of money and after I had signed the lease.

13. *Mr. Kerr.*] It was that same night after you left Mr. Rennell's that your wife explained it to you?—I do not say it was the same night—it may have been a few days after.

14. In connection with such a transaction, that was the time for you to have gone and asked Mr. Rennell for an explanation?—Well, I cannot say why I did not.

15. *The Chairman.*] You want to say that when you signed the lease it was read over to you by Mr. Rennell, but you did not understand it until your wife read it to you?—Yes, that is so.

EDWIN REUBEN HASTIE sworn and examined. (No. 8.)

1. *Mr. Welsh.*] You are a lessee under the West Coast Settlement Act, 1881?—Yes.

2. What is your section?—No. 33, Block II, Waimate, containing 500 acres.

3. Your lease expired when?—In July, 1909.

4. And the land was reoffered at auction after that?—Yes.

5. And you are the successful lessee?—Yes.

6. Now, in reference to the original lease, how did you acquire that, and what was the rent under the old lease?—The first seven years it was 1s. an acre, the next seven 2s., and the third seven 5s. an acre.

7. What year did you acquire it?—In 1897.

8. And the rent at that time was what?—2s.

9. And it rose to 5s. in what year?—1902.

10. From whom did you acquire the lease?—Mr. Alexander Milne.

11. What did he represent to you as the conditions of the lease?—It came out in the course of conversation. I had offered a price for another farm, and some one had overbid me. I was telling him about it, and he said, "I will sell you my west coast lease of 500 acres, with the conditions of full compensation for improvements and the right of renewal by arbitration on the unimproved value."

12. *The Chairman.*] All you had was his word for that?—Yes, that was a conversation on the road.

13. *Mr. Welsh.*] Did he tell you how long the term had to run?—Yes, so much at 2s.

14. Did he tell you how many years the lease had to run?—Twelve years.

15. What did you do?—I consulted my father, and we both went over it and thoroughly examined it. Milne at the time asked £2,350 for it, and we valued the improvements at just about what he was asking.

16. I want you to tell me how you valued the improvements at the time you inspected them?—I valued the bushfelling and grassing at £2 an acre, house at £500, a good barn and stable at £200, orchard and plantation at £100, and fencing at £1 an acre, £500.

17. You made it £2,300?—Yes.

18. And what was Milne asking for it?—£2,350.

19. And how much did you pay him?—£2,200.

20. Tell the Commission how the matter of finance was arranged?—In the first place, my father guaranteed my account at the bank, and the lease went straight into the bank as security. The bank not only had the lease, but they had my father's guarantee.

21. After you had taken possession of the place, did you make any further improvements to the property?—Yes.

22. What was the gross amount of additional improvements made by you on the property up to the end of your term at your own valuation?—The improvements would be about another couple of thousand pounds.

23. On top of what you paid Milne?—Yes.

24. Now, valuations were made in terms of your lease between you and the Public Trustee fixing the value of those improvements?—Yes.

25. What did the arbitrators fix your improvements at?—£3,339. I was brought up a farmer, and I farmed this land to the best of my ability, and improved it, and what I complained of mostly was that I had spent £700 or £800 on manure which they never gave me one penny value for, and that manure was in the land, and made it look much better when I left.