

104. *The Chairman.*] When you bought it you got this lease?—Yes.

105. You said two or three times that you saw the lease, and you say you did not peruse it, and then Mr. Bell said that you could not have been misled by it?—I understood him to say that up till 1897 I was not misled by the lease.

106. *Mr. Bell.*] In 1905, I think you told us, you had a conversation with Mr. Fisher?—Yes, that is correct.

107. And that caused you to go down to the bank and look at the lease?—Yes.

108. Was that the first time you had thoroughly looked over the lease?—That was the first time I had thoroughly looked through the lease.

109. So that you cannot say you were misled by the lease before that?—It was through my own ignorance in the matter or my simplicity; I relied purely and simply on my father. He paid for the land, and the lease came out of the bank into his hand and went back into the bank.

110. Do you say that you were yourself misled by the lease in anything you did before?—I understood I was to be paid for my improvements, and had a perpetual right of renewal.

111. When you saw the lease you understood what it meant?—I understood that I had to go to public tender for my lease.

112. If you had understood that much of the lease when you took up the land would you have put the improvements that you did on the place?—No.

113. So that any loss that may have been caused by putting any improvements on the place was due to your own carelessness?—If you put it that way, I suppose it would be—through my own innocence.

114. Now, in regard to the lending, you say that the Government lending departments made a mistake, and that they lent you more than they ought to on the place?—According to the Act they have.

115. When did you get the loan from them?—In February, 1906.

116. Then the Government lending department's action did not prejudice you, because you had then been in possession for several years. Whatever mistake they made was to your advantage?—To my benefit, I admit.

117. I suppose the goodwill of your lease was worth something at that time?—No, I do not think I could have got anything for the goodwill at that time. Tinkler's case came on directly after that. My lease was coming to the end of its term.

118. But when the Government lending department lent you that money Tinkler's case had not been decided?—No, that is true.

119. The actual goodwill is to be calculated on the rent: what rent were you paying at that time?—I was paying 5s.

120. What rent do you calculate you ought to have paid at 5s. on the unimproved value at that time?—I made it up on the valuation of 1901 that I should have been paying £192 10s. instead of £125.

121. Was it you who told the Lands Committee that you had been advised to appeal against Tinkler's case?—No, I never told the Committee that I was advised to appeal. We have never gone into law that way. —You mean, to appeal through the Court?

122. Yes?—No, I never made that statement.

123. You and Mr. Poole were representing the lessees?—Yes.

124. Now, evidence was given before that Committee that you had been advised to appeal: do you remember that?—No, I did not give that evidence.

125. Do you remember the evidence being given?—No.

126. Here is the evidence of Mr. Welsh: "I say without fear of contradiction that this is an honest petition by honest men. We have been advised to go to the Court of Appeal, but the petitioners' money has been spent in many ways." Now, were you aware, Mr. Hastie, that the particular question in Tinkler's case raised two or three questions?—Yes.

127. Only one is of importance for the present case: are you aware that the counsel acting for the lessees at that time admitted that they were unable to argue that point as to the nature of the improvements?

[Mr. Welsh objected to the question as not being one for the witness to answer.]

128. *The Chairman.*] Did you or did you not know at the time there was some talk of an appeal that Mr. Skerrett had said it was not arguable?—I knew that it was answered in the negative.

129. *Mr. Bell.*] What rent are you paying now?—16s. 6d.

130. Is that an excessive rent?—It was the full unimproved rent at the time. It was what was intended by the Act of 1892—5 per cent. on the full unimproved value.

131. Except for the fact that you have not got a permanent right of renewal, your position is all right at present; you are not paying an excessive rent, but the full rent on the unimproved value?—Yes.

132. Let me remind you of an argument you yourself used before the Lands Committee. You said: "I might state this to show how unjust it is to the settler: the place is put up to public auction after the upset rent is put on it, and then any one can come along and run you up as high as they like. The Native owner can come along and ruin you. No matter what you have spent on the farm, no matter what it is you have on it, associations or anything of that sort, you have made it your home and perhaps intend to live there all your lifetime, but the Native owner can come along and run you up in the bidding to a price that you cannot touch. He is taking it out of one pocket and putting it into another. That is the position the 133 lessees are in at the present time?"—Yes, and I still say that.

133. Your own experience does not show it?—I would not ask my worst enemy to be placed in the position I was over my lease.