

45. You received no notice or letter?—No.

46. The notice would not go to you; it would go to your wife as lessee?—Yes, but all those communications are handed over to me—they go through my hands.

47. Your wife is not giving evidence here to-day?—No.

48. Why not?—Well, she is not very well, and she is not conversant with the matter at all. I have transacted the business right through.

49. Had you been aware of your rights to convert in 1898 and 1900, do you think you would have availed yourself of it?—I think so. I had made my position stronger by that time, and I am pretty well certain that I would have converted at that time had I known in 1900.

50. You now know the terms on which you could have converted at that time?—Yes, I suppose so.

51. And do you still think you would have availed yourself of the right at that time had you been aware of it?—Yes, I think so.

52. Now, can you speak of your own knowledge of lands which the Natives have the right to occupy in your district?—Yes. All the lands on the opposite side of the road are occupied practically by Natives, but there are some that are sublet. I myself have 20 acres from the man who owns the property on which I am on the opposite side of the road.

53. What would be the acreage of the Native land that you are speaking of that the Natives have the right to occupy?—I could not say the acreage, but there is a considerable quantity. Making a very rough guess, I should say there is about 500 acres in that vicinity right up to the bush.

54. Who occupies that land?—Several Maoris. I have 20 acres directly opposite this section, and I have 85 in Pungarehu, under occupation license. That is with the consent of the Public Trustee, for a period of four years.

55. Do you still ask for the right to come in under the Act of 1892?—Yes.

56. And you would be prepared to pay back rent?—Yes, I am prepared to pay in accordance with the Bill which I understand was brought down in connection with this matter.

57. You ask that on behalf of your wife?—Yes.

58. The land is dairying land?—Yes.

59. Does it require any further improvements?—No, it does not; it is in good order.

60. It is sufficiently improved as a dairy farm?—Yes.

61. *Mr. Kerr.*] What back rent are you willing to pay?—According to the Bill that was drafted, the valuation of 1900 to 1912—the unimproved value at 1900.

62. You would not be prepared to pay on a valuation made now?—I would be prepared to pay anything on a reasonable basis to secure a permanent tenure.

63. Would you be prepared to pay the back rent on that basis?—I have not considered the matter from that standpoint.

64. Would you be prepared to consider it?—Yes, I would be prepared to consider it.

65. *Cross-examined by Mr. Bell.*] What you mean is that you would be prepared to take it on if it showed a profit and put you in a better position?—As long as it did not go too far and cost too much, I would be prepared to take it up to get the right of renewal.

66. When you took the lease up you say you understood the conditions were that the improvements were to be limited to £5 an acre?—Yes, I understood that.

67. And you knew it was going to be put up to public auction at the end of the term?—Yes. I might explain that there was this idea in my mind, and also in the minds of other people: that when this Act of 1881 was brought down by Sir Harry Atkinson, who was the member for the district, there was practically a promise given by him that this was a preliminary Act, and that after a while the lessees would be able to secure the freehold. He intended to bring down legislation in that way, and consequently that caused us to hold on, as it were, until certain defects were removed; and we were prepared to take up the land in the hope of that being accomplished.

68. You knew the contract you were entering into, but you thought later on something might be done for you, but you knew that unless something was done to alter it the lease would be put up to auction at the end of the term?—Yes, I knew that. I can hardly say I knew the contract I was entering into—experience only taught me that.

69. You knew those facts and you were prepared to take the contract on?—Yes, and I did take it on.

70. If the 1892 Act had not been passed you would have had no cause of complaint?—Yes, we were complaining, and it was in consequence of that that the 1892 Act came in.

71. You were complaining that you had made a bad bargain?—Yes.

72. And a good bargain had been made on behalf of the Maoris?—Yes.

73. And when the 1892 Act came in it was a better bargain for some of the lessees, and consequently a worse one for the Maoris?—No, I do not think so. The whole thing is a good thing for the Maoris. Owing to the benefits accruing from the roading of the district, and the factories being established, it would pay the Maoris to give the Europeans the land for the benefits which they obtain to their other land. By the pakeha coming in it improved their lands, and provided facilities for placing the produce on the market.

74. *The Chairman.*] Supposing you had a lease from a pakeha, would that same argument hold?—Yes, practically the same, I think, in connection with the Government.

75. *Mr. Bell.*] You say the Maoris were the gainers by getting the pakeha on the land, but they had already got him on the land under the Act of 1881?—Partly.

76. Without any right of conversion they had occupied the land?—A small portion of the land.

77. When they had the chance of conversion the land was already occupied?—Yes, under the 1881 Act.