

NEW PLYMOUTH, SATURDAY, 18TH MAY, 1912.

JAMES JEKEN ELWIN SWORN and examined. (No. 13.)

1. *The Chairman.*] What are you?—A farmer.
2. Residing where?—At present in New Plymouth. My lease was at Wharea.
3. Did you have a lease under the Act of 1881?—Yes.
4. What was the area?—500 acres.
5. And the rent?—3s. an acre.
6. Did you convert that lease?—Yes, in 1896.
7. Did you dispose of it?—No, I hold it still. It is subleased, but I hold the original still.
8. What is the rental you are receiving now?—12s. 6d. per acre.
9. What rent do you pay under the converted lease?—3s. 10½d.
10. You are not represented by anybody before the Commission?—No.
11. I understand you wish to make a statement?—In 1892 when the new lease came into vogue two people came round to value, one for the Natives and one for the Europeans, and they objected to give value for what I considered a very considerable amount of my improvements. For instance, I was working for a month gathering stones off a small piece of land, which I used for a culvert and to bridge a swamp, and they refused to give me any value for my improvements in that respect. There were many other things we had done on the land which I pointed out to them, and they refused to give any valuation at all. I had already paid £12 10s. before I could get them on to the place, and then when they refused to give any valuation for those improvements I reckoned it would be better to let the whole thing go.
12. And not to convert?—Yes, and not to convert. In regard to a neighbour of mine, Mr. Wells, two arbitrators had valued, and he paid £600—
Mr. Bell: I object, sirs; this is not evidence.
13. *The Chairman.*] What has all this got to do with what we have to inquire into here? You have had your chances, and you decided not to convert on the ground that it was not payable for you to do so, inasmuch as the arbitrators would not give you that which you considered was fair for your improvements?—Yes.
14. Then, how does it help us in any way whatever to hear what conclusion you came to with other parties? If you like to give us any information that comes within the scope of our inquiry—for instance, that there was some misguidance or some trap, although not deliberately, whereby you did not understand that there was to be a limit of £5 an acre for improvements—we shall be glad to hear you?—We had an impression, and it was stated on the map, that there was to be—
15. I will ask you a question first: did you or did you not know you could convert?—In 1892 I did know.
16. Did you or did you not know that the limit to be allowed for improvements was £5 per acre?—I did not know previous to the time of the right of conversion. I knew that we should get improvements, but I did not know what the amount was to be.
17. Had you not a copy of the regulations?—No. I am sure we never had a copy of the regulations issued under the Act of 1881. I believe the regulations were compiled later.
18. The regulations were compiled in 1883?—The lease distinctly refers to the Act of 1881.
19. The regulations were in force from 1883; that is when they were drawn up under the Act of 1881, and before 1892 there were nine years?—The lease makes reference to the Act.
20. And to the regulations especially in connection with improvements. It certainly does not put the words five pounds, but it makes reference to the Act and to the regulations?—Well, the regulations do not say £5.
21. Yes, they do; the regulations did say so. I will read Regulation 30, which says, “Improvements to be suitable to and consistent with the extent and character of the holdings, and none shall be allowed for in any valuation in excess of £5 for every acre of rural land, or £10 for every acre of suburban land”?—There is no doubt that is the case. I had not seen that; we were not served with a copy of those regulations.
22. The regulations also say, “The conditions set forth in the Act and these regulations as regards leases shall operate and shall be deemed to bind the lessor and the lessee as fully and effectually as if they were set forth in every lease”?—Well, those regulations were not set forth on the lease.
23. The regulations were not copied out on the lease?—I had not seen them.
24. *Mr. Kerr.*] There is a specific reference to the regulations in the lease, which would certainly put any ordinary person on inquiry?—That was done. I myself remember inquiring from Mr. Rennell, Public Trust Reserves Agent. He explained what they were, and that was the first intimation I had about the £5.
25. You knew about it?—Yes, I knew about it, but had not seen it in print. The reason we did not convert in 1892 was again the great cost which conversion entailed.
26. *The Chairman.*] Well, will you explain what the great cost is? You did convert?—Yes.
27. And how much did it cost you?—Over £100.
28. How do you make up that amount?—I had to pay the difference in back rent between 3s. and 3s. 10½d.
29. How much did that make?—I cannot say now; I have not the figures in front of me.
30. There were 500 acres, and it would be about £21 10s.?—Yes. I converted as from 1896, and had to pay back rent from 1897 or 1898 to 1896. I had to go back to September, 1896.
31. Well, £50 would cover that?—Yes. Then there was £12 10s. we had to plank down. I made application in 1892, and that was thrown out, and I had the costs of that to meet and the costs of the present application. It came to a little over £100.
32. What is the value of the improvements?—About £2,500 to £2,800.