

56. *Mr. Kerr.*] Of course, you know you have a conditional right of renewal under your lease?—There is no right; it is put up to public auction.

57. When you have the right with any one else?—Oh, yes.

58. And if any one does not come you will have the opportunity of taking it?—Yes, provided no one outbids me; but that is a very poor security.

59. If upon revaluation it was found that there were improvements in excess of £5, it is just possible the Public Trustee may to some extent meet you?—Yes. With regard to the improvements, they are there; they are not hidden under a cloud, and any one could see them who is capable of estimating.

60. *The Chairman.*] Do you wish to say anything more?—No, sir. (Addendum, 27th May, 1912: While I was giving my evidence in chief I was thinking of the land *qua* land—i.e., soil and of the improvements thereon, such as felling, stumping, ploughing, and grassing; I forgot at the time that the erection of the house had to be included as an improvement.)

HENRY CORBETT SWORN and examined. (No. 15.)

1. *Mr. Bell.*] What are you?—A farmer.

2. And where do you live?—At Warea.

3. Do you know Mr. J. J. Elwin?—Yes, very well.

4. Was there any flax on Mr. Elwin's property?—Yes, a great quantity of flax on it. I lived just opposite, there being a road between us.

5. What were you doing in those days?—Farming and a bit of contract carting with teams, to make both ends meet.

6. What was done with Mr. Elwin's flax?—A large quantity of it was sent to a flax-mill to get dressed.

7. Mr. Elwin has sworn that none of his flax went to the mill, but was all burned off the place: is that true?—No, that is not true. A lot went to the mill. He certainly burned some off. I could not say how many tons, but he had a good lot cut. I gave him so much royalty for the cutting, and I carted it to the mill myself. He had some cut himself for the flax-mill, and I carted some for him too. I do not think I carted it all; he carted some himself. I also bought some myself, so that I could get work for my teams.

8. Have you got any recollection of the amount you would have taken off on the royalty basis?—No, it is so long ago I cannot remember.

9. Well, roughly?—The first cutting I had off my own section was 400 tons, and he had at least twice as much as I had.

10. How many tons would go to the acre on the average?—Up to 30 tons per acre, but on a good number of acres there is none. In swampy land it will go 30 tons to the acre easily. Of course, it was not all under flax.

11. Give us a rough estimate of how much you took off on a royalty basis?—I should say he had 700 or 800 tons cut altogether, which I carted and he carted himself.

12. Do you remember what you paid as a royalty?—About 5s. a ton in those days, I think.

13. Would he make as much out of what he cut and got rid of himself as you would make?—Yes.

14. He would make more than 5s. out of what he cut himself?—He would get that for royalty.

15. Would 5s. a ton for all the flax that was cut be a reasonable thing for a man to expect?—Yes, I think so.

16. *Mr. Kerr.*] Who was the flax-miller at that time, do you know?—There were two or three.

17. To whom did he supply the flax?—Probably to two or three different people. I could not say exactly, because two or three tenants had one mill at different times.

18. Can you remember the names?—Mr. Binnie, Mr. Albert Bayly, and Mr. Andrew Gray.

JOSEPH ANDERSON SWORN and examined. (No. 16.)

1. *The Chairman.*] What are you?—A farmer, residing at Stratford.

2. Are you the holder of an original lease?—Yes, sir.

3. Are you an original lessee?—Yes.

4. What is the area of the lease?—94 acres, Section 13, Block II, Ngaire.

5. And what is the rent?—1s. 6d. per acre.

6. Have you converted that lease yet?—No, sir.

7. Did you know that you could convert that lease at different times?—I knew once, and once only.

8. When was that?—I could not say, but it was after the 1892 Act had passed away.

9. Do you mean after all the opportunities had gone?—After the 1892 Act had gone. I got a notice from the Public Trustee about twenty years ago stating that I could surrender the lease and comply with certain sections. I had a partner at the time.

10. But what was to be the result when you surrendered the lease and complied with the conditions?—I understood that I could come under the Act of 1892. I understand it now, but I did not understand it then.

11. Did you give the notice consideration?—No, sir, I did not; I did not take much notice of it.

12. Have you been residing on your lease ever since?—Yes.

13. You have not sublet it at all?—No, sir.

14. Did you not learn that you had other opportunities besides that under the Act of 1892?—No, sir, I never knew except that one notice, and that is all I can remember ever receiving.