

15. You do not remember any notice in 1895?—No, sir.
 16. Or any opportunity again in 1898?—That may be the one I am speaking of. It is a long time ago since I had the notice sent to me.
 17. You do not know whether it was 1898 or not?—I think the notice said that there was a short Act which would remain in force for twelve months.
 18. What is the extent of your improvements?—I should say up to between £7 and £8.
 19. Did you or did you not know that your improvements were limited to £5 an acre?—Yes, I heard it, but I never saw it in my lease.
 20. When did you hear it—lately?—I heard it a good number of years ago.
 21. Were all your improvements put on before you heard that?—No, I have been improving up to within the last two years.
 22. Although you knew your improvements were to be limited to £5 an acre?—Yes. We could not live on it otherwise. There was stumping and ploughing to be done.
 23. *Mr. Kerr.*] When you took the lease up did you not know that compensation for improvements was to be limited to £5 an acre?—No, I heard of it shortly afterwards. I never read of it.
 24. Did you never see it on the published maps of the lands that were offered for selection?—No, I cannot say I did.
 25. Who was it told you—Mr. Rennell?—No, another lessee.
 26. When you got that notice from the Public Trustee telling you that if you surrendered your lease and complied with certain conditions you would get a new lease under the Act of 1892 why did you not inquire about matters?—I had a partner at that time, and we both had to agree to surrender the lease. I read the notice over and talked matters over with him, but we did not come to any conclusion; we did not agree to surrender the lease.
 27. Why not?—I could not say.
 28. Because you would have to pay a higher rental than under the original lease?—Yes, I suppose that is so.
 - Mr. Bell:* No questions.
 29. *The Chairman.*] Have you anything further to say?—No, I have nothing further to say, except that I now believe it was in 1898 that I got the notice referred to.
- The Commission adjourned till next day, at 10.30 a.m.

NEW PLYMOUTH, TUESDAY, 21ST MAY, 1912.

WILLIAM LEVERS LUSCOMBE sworn and examined. (No. 17.)

1. *The Chairman.*] What are you?—A farmer, residing in New Plymouth.
2. Do you reside on your farm?—No, not now.
3. Are you the holder of an original lease?—Yes.
4. Of how many acres?—220 acres.
5. What is the rent?—2s. per acre.
6. What is the number of your section?—Section 44, Block XV, Kaupokonui.
7. Have you sublet?—Yes.
8. What rent have you sublet at?—£1 14s. an acre.
9. How long ago did you sublet?—Between four and five years ago.
10. What do you value the improvements at?—The last time it was valued by the District Valuer they were about £6 per acre.
11. When was that?—Between two and three years ago.
12. How long have you sublet it for?—It has another year to run. I leased it for five years, I think.
13. You have subleased it for a year less than the term?—Yes.
14. Did you know you could convert the lease?—Yes.
15. Did you ever get a notice to that effect?—I do not remember getting a notice; I may have. I would not swear I did or did not.
16. Did you consider the question of converting?—Yes.
17. And you came to the conclusion you would not convert; is that so?—Yes.
18. What was your reason for that?—My reason at the time was that I was not dairying; it was not in existence here at the time. I was simply fattening cattle, and I thought by coming in there would be no great advantage to me, and I would not want to put on any more improvements for grazing only.
19. You thought it would not be an advantage to you?—Yes. At the time there were a good many surrendering their leases, and I understood we would have to pay something like £10 deposit to get the land revalued and to comply with the conditions of the Act. I think at that time I wrote to the Public Trustee about the matter, and said I would like to come under the Act of 1892, but I did not wish to go to the expense of revaluing, and asked him if he would consent to let me have a new lease under the new Act at the same rent as I was paying. I did not wish to have my rent raised or lowered. The rent of a good many of the others in the surrounding district was reduced, and some were raised.
20. It depended upon the then valuation?—Yes. A good many were reduced in rent, but I did not want to be reduced or raised, and if I could have got the lease at the same rent I would have come under the new Act. The reply was that I would have to comply strictly with the