

conditions of the Act, and nothing more was said about it. I had not been long in the district, and the older settlers said they did not think there was any real advantage in it, and that they would not surrender if they were me.

21. *Mr. Kerr.*] You would like to have come in, but you did not want to pay the increased rent?—No.

22. Did you know improvements were limited to £5 an acre?—I did not know till about that time. There was nothing in my lease then. The rumour was all over the district that the improvements were limited to £5.

23. You were not the original lessee: who was your predecessor?—I bought the goodwill from Mr. Carlthorpe.

24. When did you buy it?—Twenty-two years ago. The late Mr. Fantham, of Hawera, did the business for me.

25. Do you say you were at any time misled by the Public Trustee or his agents about the lease?—No. I went to the Public Trustee in Wellington, and that was what made me dissatisfied with the lease. I had heard rumours about it, and it would be about five or six years ago I heard about the improvements being limited. The Public Trustee told me then that the limit was £5.

26. Did you not know before that?—Well, it was only rumoured. My lease does not explain anything on the matter.

27. Yes, it does; it says, “according to the regulations”?—I have the lease here now.

28. Well, it says, “And it is hereby expressly agreed and declared between and by the said parties hereto that within three months before the determination of this demise by effluxion of time all such buildings and fixtures, including fencing, on the land hereby demised, as shall be deemed to be substantial improvements under the regulations.” Did you not think it necessary to refer to the regulations and see what it says about improvements?—No, I did not at all time. I never occupied any land before, and we did not go into those sort of things; we trust to the people who do the business for us. I interviewed the Public Trustee chiefly because I wanted to know what became of the improvements over and above £5 an acre. I was fully of the belief in 1892 that the improvements were limited to £5, because people were talking about it, and it was the general rumour. I did not refer to the lease—it was in the bank, and has been there ever since.

29. Did you know who Mr. Fantham’s lawyer was?—No. Mr. Fantham did all the work for me.

30. You did not instruct a solicitor yourself?—No.

30a. Did you not inquire something about your position in a matter like this?—It is a long time ago. He may have put the best side of the question on to me to try and get the sale. I always understood the improvements belonged to me. Since Tinkler’s case it has been provided for. The Public Trustee said that the improvements over and above £5 would be lost, and I understood him to say that every £1 over the £5 would count against the £5 I was entitled to. Dairying then came into existence, and I leased the farm, and the improvements had gone up to £5 and over, and it did not pay me to put more on.

31. *Cross-examined by Mr. Bell.*] Now, you say you knew of your right to convert in 1892?—Yes.

32. You are not certain whether you subsequently received any notification from the Public Trustee?—No, I may or I may not have. Possibly I may have, if they were sent out in registered letters.

33. You have told us that one of the reasons you did not convert was that since you were only fattening cattle at that time you did not see the advantage of being able to put any additional improvements on the land?—Yes, quite so.

34. And you say that you discussed the advisability of converting with many other farmers in the district?—Yes.

35. And that they advised you not to convert, and did not convert themselves?—Just so.

36. What do you mean when you say it would have been no advantage to you to put on any extra improvements? Did you know then you were limited to £5 an acre?—Yes, it was rumoured round then, when they were surrendering the leases, that £5 was the limit.

37. And everybody was talking about it?—All the lessees. We had a great number round our part, and it was the main talk during that time.

38. Then, the only thing at that time you and the other lessees did not understand was the fact that bushfelling and grassing were not included in the improvements?—Yes. I do not know whether the nature of the improvements were discussed at that time at all.

39. That would be the only thing you could say was not understood at that time?—That is so.

40. That is the only complaint you could make as to having been misled?—I always understood from the first that bushfelling and grassing would be a substantial improvement.

41. And you know that that complaint has been put right by the Act of 1910—since Tinkler’s case?—Yes, I understand that is so.

42. So that you have no complaint to make now?—What I say now is that I wish to have my improvements protected over and above £5, and the first right of renewal.

43. *The Chairman.*] You want all your improvements, and you want a perpetual renewal?—That is by paying up the back rent from 1900.

44. *Mr. Bell.*] When did you raise the improvements up to £6?—I suppose three or four years ago—perhaps a little longer. They might have been there for years before that.

45. But you knew in 1892 of the limitation of £5?—I did not know so early as that.

46. When you were talking of converting?—It may have been when they were revived. There was some talk when it was revived.

47. There was some talk about the £5 an acre for improvements at the time it was revived?—Yes.