

48. When the matter was revived it was freely discussed?—Yes.

49. You have put those improvements on knowing that you were limited to £5 an acre?—According to the Dairying Regulations you are compelled to put them on. Since that time I have had to put £300 worth of improvements on in the shape of sheds, shifting sties, and buildings, and in addition I think I have three or four miles of box-thorn hedges, which have become of great value now.

50. But you put those extra improvements on with your eyes open, knowing you were losing everything over £5?—Quite so. I put them there in order to lease the farm and get the best I could out of it. That is the reason the rent has gone up so high.

51. *The Chairman.*] You are getting a profit of £352 a year—the difference between the rent of 2s. and £1 14s. an acre?—If I had not put those improvements on I do not suppose it would have been worth more than £1 an acre. Of course, the sore point is that I lose it at the end of the term.

52. You want to have your cake and to eat it too. You put those improvements on so that you could get this enormous rent—it is an enormous rent, because it is seventeen times the rent you are paying—and you put on those improvements in order to get it, and then you object that you should be treated as the terms of the lease state. No doubt you have been exceedingly wise, and these extra improvements have greatly benefited you?—Of course it has benefited me, but I think it has also benefited the lessor as well.

53. Where does he come in?—In the next term of twenty-one years. Compared with freehold farms adjoining me, I suppose I am £8,000 to the bad. I have more improvements on my farm than the freeholder has, and I have worked much harder.

54. *Mr. Kerr.*] You knew what the tenure of the land was, and what you did you did voluntarily?—Yes, I believe in a bargain as a bargain, and in carrying it out, but I do not think we would be doing any injustice to the lessor if he would grant that.

55. *The Chairman.*] That is, fortunately, for the lessor and not for you to decide?—It would not be an injustice to allow the others to come in on paying up, provided we were willing to pay for it.

56. *Mr. Kerr.*] If the lessees got a privilege to which they were not entitled by the Act of 1892, you would be aggravating the mischief by granting the new leases now; you had the opportunity?—Certainly, I admit that, and I am sorry for it now. I worked very hard on the farm until I made myself ill, and my doctor advised me to take a trip to the Old Country.

The Commission adjourned till next day, at Hawera.

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HAWERA, WEDNESDAY, 22ND MAY, 1912.

JOHN WHITE FOREMAN, J.P., sworn and examined. (No. 18.)

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

2. And where do you live?—At Tikorangi.

3. And you are a Justice of the Peace?—Yes.

4. I first of all desire to deal with Section 101, Block V, Waitara: were you the original lessee of that section?—I was.

5. When did you take up the lease?—In about the year 1885.

6. And what became of the lease?—Later on I transferred it to one of my sons.

7. But before you transferred it?—I held the lease for some years.

8. Did you hold it under the Act of 1881 all the time?—No.

9. What did you do with it?—I had it converted into a lease under the Act of 1892; I converted it into a lease with a perpetual renewal.

10. What year did you convert it?—I think it was in 1893; I am sure it was.

11. You took up the lease in what year?—1885, I think, but I am not absolutely certain.

12. When you took up the lease were you aware of the terms under which you were taking up the land?—No, I was mistaken in one respect. I thought the lease gave us the right of renewal, but apparently it did not.

13. What do you mean my right of renewal?—I mean that had I retained possession of the lease until its expiry—namely, the thirty years—I should have had the right of renewal at a fixed rental by valuation, or the first opportunity to take the lease on again at a rental fixed by valuation.

14. That is what you thought your right was at that time?—That is so.

15. Did you know the effect of the limitation clause in your lease?—Yes.

16. You did not expect more than £5 an acre for improvements?—No.

17. Did you know the class of improvements for which you were to be paid?—I understood that it included clearing, grassing, draining, planting, fencing, and buildings.

18. Up to the limit mentioned?—Yes, £5.

19. Now, when did you first discover you were in error as to your belief regarding the right of renewal?—Not until a few months ago.

20. You told the Commissioners that you converted that lease in the year 1893?—Yes.

21. Will you tell the Commissioners what was your object in converting that lease?—My object in applying for a new lease was that when those lands were first leased it was recognized generally by the people in the district that the upset rentals were too high. Some three or four years afterwards—about 1888 or 1889—the prices of stock and products of the land became very low, and we found that we could not hold those lands at a profit. In common with the other lessees, we