

a margin above the loan which he received. That is not the tale he told before the Lands Committee. Now, there is a point I had meant to make as showing an inconsistency in my friend's argument, and I just mention it here as showing another point in Andrews's evidence. My friend in one part of his argument, obviously having in mind a class of lessees, says that had they known their position obviously they would have converted, for look how cheap it was for them to convert seeing that their improvements in 1892 were not up to £5 an acre. At another place in his argument he has in mind a different class of lessees, and he says some of those lessees could not convert because it was too expensive. Now, Mr. Andrews fits both those arguments to his own case, after having heard my friend open. You will find that at one place he says that his improvements were not up to £5 an acre, and at another place he says that there would have been too much to pay the Public Trustee if he had converted. Now, I have said already that it is inconceivable the statement which he makes that Mr. Rennell deceived him; and it is not simply a failure of memory, because Mr. Andrews can go into the box and say exactly what Rennell told him he could get. I have already mentioned to your Worships that Andrews says Mr. Fisher misled him. Mr. Fisher will have to go into the box later on, and we will see what he has got to say to that. Then we come to Mackay: He purchased in 1908 147 acres, and he paid £800. Now, he was not paying £800 for improvements alone, because, as your Worships will see in a moment or two, his improvements at a subsequent date were not worth £5 an acre. He thought he was getting a perpetual right of renewal; that in the case of a schoolmaster with the lease saying perfectly clearly that there is no such right. He bought in April, 1908, and by January, 1909, he knew of the £5 limitation on his own admission. A letter was written by him in January, 1909, to which I referred in his evidence. That letter states that his improvements are then nearly up to £5 an acre. Thereafter he put on a house worth £450, and he says that he would not have spent so much in improvements had he known of the £5 limitation. Mr. Mackay piously informs us that he is far from wishing to rob the Maori, and why? Because the Maori has never robbed him, and has never shown him anything but kindness. Now, as to Matthews: He bought in 1904 110 acres. It was too late then to convert, and he never had the right. He paid £6 an acre. The improvements at that time were worth £4. Therefore, he is not in the class of those who say that they paid more than £5 an acre for improvements because they thought they were to get more than £5 compensation. The present value of his improvements is £6 an acre, and, therefore, even if his own valuation is correct, he would not lose more at the end of his lease than £110. As to Mehrrens: He bought 125 acres in September, 1908. He paid £8 an acre, but he tells you that the improvements at that time were worth £3 an acre. The present value of his improvements is £8 an acre, so that he has actually put on an additional £5. Now, he told us that he found out about the £5 limitation soon after Tinkler's case. Tinkler's case was in 1909, so that a great part of his improvements must have been put on since he knew of the £5 limitation. Now, as to Mr. Poole: He purchased in 1907 553 acres, and he tells us that he was misled by what Coutts, the Government Valuer, and Blennerhassett, the vendor, told him. Now, I asked him for the very words which had been used by Coutts and Blennerhassett, and I submit to your Worships that those words were not intended to refer to the £5 limitation, but were intended to refer to the character of the improvements for which compensation was to be given. He tells us that he thought he had the right of renewal, and he tells us at the same time that he is a man of education. Therefore, he cannot possibly have looked at his lease, and, therefore, he cannot have been misled by it. He took a solicitor's opinion without telling the solicitor what he wanted the opinion about, and I leave Mr. Poole's evidence with the remark that it is discredited by the letter to which I referred during his cross-examination. Now, to sum up that analysis: there are twenty lessees giving evidence on this point; there are twelve who admit that they knew of the £5 limitation; and eight who deny that they knew it when they took up the lease, or when they purchased. Of those eight, Clarke, on his own estimate, gets all but £75 of his improvements; Matthews, on his own estimate, gets all but £110, and those estimates would not tend to be low. Mehrrens appears to have put on a considerable amount of improvements after he knew of the £5 limitation. Kelly's is an exceptional case, but I do not intend to deal with him beyond saying that he is in all probability making a very good thing out of his lease. Hastie was not misled by the lease, because he never saw it, and he admits that had he seen the lease he would not have spent anything over £5 an acre. Andrews had ample means of knowing, and ought to have known, and I have already told your Worships that I submit he did know. As to Poole, I have said I would leave him with a reference to the letter I have read; and with regard to Mackay, I do not intend to deal with him again. Of those eight, six are purchasers of leases and only two are original lessees, and most of the purchasers have purchased fairly recently. Now, one argument which was used before the Lands Committee was that the purchasers of leases had given more than £5 an acre for improvements. Well, let me refer to the six purchasers. Clarke, who purchased 125 acres in 1899, gave for the improvements and goodwill £55. He says that the amount attributable to improvements is £300; that is considerably less than £5 per acre. Hastie purchased 500 acres, and gave in 1897 for improvements and goodwill £2,200, which is less than £5 an acre. In 1908 Mackay purchased 147 acres, and in 1909 he writes to the Public Trustee to the effect that his improvements are then approaching £5. In 1904 Matthews purchased 110 acres, giving for the improvements and goodwill £6, and he says that the then value of his improvements was £4. In 1908 Mehrrens purchased 125 acres at £8, and he says that the then value of his improvements was £3. In 1907 Mr. Poole purchased 553 acres, and he says that the amount of purchase-money which he attributes to improvements is just about £6 an acre. Poole is the only one of the purchasers who have come before your Worships saying that they did not know of the £5 limitation who says he gave more than £5 an acre for improvements, and he only gave £6. Now, while I am on this question of the £5 limitation, I just want to refer to the evidence of Mr. Elwin, because your Worships will remember I put Mr. Elwin in the list of those who said they knew of the £5 limitation.