Mr. Kerr: And he also admitted that it was on the plans that were issued.

Mr. Bell: That is so.

Mr. Kerr: Of course he converted, and consequently he had no status at all.

Mr. Bell: Well, he came before your Worships as a witness from outside, giving his memory of what had taken place; but, if your Worships remember, he first stated he did not know of the £5 limitation—never knew of it when he took up his lease; and then subsequently, under cross-examination, he remembered quite clearly that it was on the maps on which he took up his lease. That is the only point I want to make so far as Elwin is concerned, except that, while I am referring to Elwin, I want to deal with the question of flax. The reason for my question as to flax was that I had only just before that had pointed out to me that there were flax-mills in the district at the time when these lessees took up the land, and there were also timber mills. Now, a lot has been said about the hardships of the lessees, and what they had to pay to put their land down in grass, but nothing has been said about the profits which they made out of the sale of the timber and the sale of the flax. Elwin was the first witness of whom it occurred to me to ask the question, and when Elwin answered that question and said that he had burnt all his flax I did not know that there was any doubt but that he was telling the truth. It was only subsequently that I discovered a witness who I called in rebuttal. Perhaps the letter to which I have already referred your Worships, which was written afterwards, and in which he is so careful to explain that the question of flax can have no bearing on the inquiries of the Commission, was written for just the same reason that caused Mr. Elwin to say in evidence what I am going to call further evidence in regard to—that is to say, the reason was that he saw what a very material bearing it does have upon the inquiry. Now, I turn, if your Worships please, to the question as to the lessees' knowledge of their right to convert. There will be evidence put before your Worships that the Public Trustee, by registered letter, circularized the lessees informing them of their right to convert. There are now records on the Public Trust file of the names of the lessees to whom those circulars were sent by registered letter. There are also records on the Public Trust file of the advertisements which were placed in the local papers informing the lessees of their right to convert and of their recurring rights to convert—that is to say, when the rights were revived. Now, if the Public Trustee had a duty to perform—if he was under an obligation to tell the lessees of their right to convert and to see that they knew it—it is quite clear that he performed that duty, and, as a matter of fact, it is inconceivable that the lessees did not know. I am bound to admit that all through this hearing I have puzzled my brains for an explanation of the almost entire unanimity of the lessees in saying that, although they knew of the right in 1892, they never knew or heard of its revival.

Mr. Kerr: Nor received notice from the Public Trustee.

Mr. Bell: Nor received notice nor heard of the revival. Acts like the Act of 1895 and the section in the Act of 1898 do not pass themselves; they are due invariably to an agitation amongst the people interested.

The Chairman: Pressure.

Mr. Bell: I do not mean mean improper pressure. Now, in regard to the circulars, I am going to call Mr. Fisher. I have no doubt his records show that the circulars were sent out in registered letters. I have already pointed out to your Worships that when it was a question of a reduction of rent there do not seem to have been any lessees who did not know and who did not take the necessary steps to get that reduction. Now, Mr. Luscombe, who gave evidence at New Plymouth, told us that the question of the £5 limitation was widely discussed each time the right to convert was revived—your Worships will remember that; and I think it was Anderson who said that he believes he got a notice from the Public Trustee in 1898 telling him of his right to convert. Now, I have been arguing that the lessees not only had ample means of knowing, but did know their position, with the possible exception of the point in Tinkler's case, which, as I have already pointed out to your Worships, is now of no material bearing on this inquiry. I have taken that inquiry as fully as I possibly could, because the terms of the Commission require it; but I have already argued that the lessees, in order to succeed, will have to show, firstly, that they were deceived; secondly, that the Public Trustee was under a duty to spoon-feed them and see that they knew the terms of the leases and their rights to convert; thirdly, that they have been prejudiced by the failure of the Public Trustee to spoon-feed them; and, fourthly, that the sins of the Public Trustee should be visited not on the nation, which is the actual trustee of the Native, but upon the Natives themselves, by whittling away further the right to compete for their own lands, which we virtually undertook to give them when we settled the Taranaki dispute. Now, those are four hurdles which I suggest the lessees have got to clear, and they have got to clear them in that order. I suggest that the second and third and fourth hurdles are insuperable, and I also submit that the lessees have not yet succeeded in clearing the first hurdle. I turn now for a moment to a consideration of my friend's opening. Your Worships will remember that my friend took a distinction between "improvements" and "substantial improvements." He said that he thinks the £5 limitation refers only to buildings, fixtures, and fences, and that so far as other substantial improvements are concerned the lessee is entitled to full compensation, whatever the amount may be. Now, that would involve, if that were so, a departure from the ordinary rule of construction, which is that the adjective limits the noun—that is to say, substantial improvements are a class or a species of improvements, and I do suggest that my friend's opinion on that point is incorrect. But suppose my friend is right, if any lessee took that fine technical distinction when he first took up his lease, that lessee has got nothing to complain about, because he is entitled to go to a Court of law and get what he expected to get. If he did not take that fine distinction, and my friend is right, he is entitled to go to a Court of law and get more than he expected to get; and, as a matter of fact, there is no evidence whatever of any lessee having given any consideration to that question at all—the