

197. There was £160 for improvements and the balance for goodwill: that is what the Rangers state. You would have all these facts before you when you came to your decision?—Yes.

198. According to the file the Land Board did not accept your recommendation at first. They stood to their decision in face of your recommendation to sell for cash?—I do not think they stuck to their decision. I think they varied it slightly.

199. According to the file the Board “still adhered to its previous decision.” I take it that you had all that is on this file before you?—Yes. You must remember I have had hundreds and thousands of matters through my hands since then.

200. Here is a letter dated 26th March, 1913, from the Commissioner of Crown Lands, Christchurch, to the Under-Secretary: “Referring to your letter of the 7th instant *re* opening above section under renewable lease, I have obtained a report on the section from Messrs. Buckhurst and McDonald, Crown Lands Rangers, a copy of which I enclose, from which you will see there appears to be no necessity for reserving this section as originally intended, as there is a limestone reserve of 3 acres adjoining, which should meet all requirements for a considerable time. Under the circumstances I would therefore suggest that it be opened under renewable lease as formerly suggested.”

Hon. Mr. Massey: I remember that perfectly. That was in consequence of my referring the first communication back, to ascertain if the piece of land was required as a reserve. The first communication that came to me was about size, and I said, “We ought to be quite sure this is not wanted for a reserve,” and the matter was referred back for further inquiry; and then came that letter which you have just read.

201. *Mr. Forbes:* This is the letter from Mr. Strauchon to the Commissioner: “Referring to your memo. of the 11th ultimo, No. R. 3713/47, I have to ask you to please make further inquiries as to whether the above section should be reserved as originally intended. The other two limestone reserves in the estate are situated some distance away. If Section 20 is opened under renewable lease as recommended by the Land Board it is doubtful if the area is sufficient to support a settler. It would therefore seem to be desirable to lease the section under Part I of the Public Reserves and Domains Act, 1908, after it is reserved.” And in reply to that the Commissioner said, “Under the circumstances I would therefore suggest that it be opened under renewable lease, as formerly suggested.” You made the suggestion that it would perhaps be desirable to lease the section under the Public Reserves and Domains Act?—They did not agree to that.

202. You said that it is the usual course to send files up with any letters for signature?—No, I did not say that.

203. Well, is it the usual course to send up the files?—Not always. If there was anything special we would send the file.

204. In the majority of cases would you send the file?—I would not like to say that we do even in the majority of cases, but we always give the Minister full information.

205. The Minister had full information of the circumstances surrounding this section before he was asked to sign?—Very likely.

206. The Land Board’s attitude, and so on, would be known to him?—Very likely.

207. Do you remember any other instance in connection with the selling of a small block of land where you have acted against the decision of the Canterbury Land Board?—No.

208. In this particular case you did so. You set your knowledge against theirs as to the best way of dealing with the land?—I acted as I thought best.

209. You state that you have no practical knowledge of what can be done on small areas by bee-keeping or fruitgrowing?—I have no knowledge as an expert.

210. You know the contents of the file and the opinions expressed by the Rangers and the Land Board?—Yes.

211. You state that you place Mr. Massey in full possession of all the facts before you ask him to sign a letter?—Yes.

Mr. Witty: The question was raised whether there was power to grant renewable leases of Cheviot lands. If you will look up section 292 of the Land Act, Part IX, dealing with the Cheviot Estate, you will find that these lands can be granted on renewable lease. That is so under the consolidation.

Hon. Mr. Massey: That is right. The Act of 1908 gives the power.

Witness: Yes. I had forgotten that section.

CHARLES ROBERT POLLEN, Commissioner of Crown Lands for Canterbury District, examined.
(No. 2.)

1. *Hon. Mr. Massey:* You are aware that the section of land about which we are inquiring was leased to a settler named Holton?—Yes.

2. Do you know when the term of his lease expired?—It was terminated on the 1st January of this year.

3. Was that when the lease expired?—No. It was a year-to-year lease.

4. Was he notified in due course?—Yes, that his lease was terminated.

5. And that it was proposed to dispose of the land in some other way?—I do not know whether he was told at the time, but he was told afterwards.

6. He was told after the lease was terminated that it was intended to dispose of the section in some other way?—I do not think it was at the time the lease was terminated, but he was told afterwards.