

were purchasing against each other. I acquired the rest, and they cut the heart and centre of my property. I am left without the homestead and without compensation of any kind.

12. Up to 1903, when the improvements were valued at £2,174, you had no claim for these improvements either against the Natives or the Crown?—No claim whatever.

13. So I understand you to base your claim really on the improvements effected since 1903?—I think that is my true equity. I do not know of any other case where the Crown knowingly or willingly deprived the tenant of his right of completing his freehold.

14. Of course, when you speak of the right to complete the freehold, you mean?—The right given by law.

15. But that was a matter for subsequent bargaining with the Natives?—Of course. It does not give the pre-emption; but in the early days the pioneers going into such districts were entitled to consideration.

16. You did not look forward to getting it from the Natives at the original value?—The freehold on the East Coast cost the Crown about 8s. an acre; we gave from £1 to £1 10s. for it.

17. One question in conclusion: You said you did not want to say what your son said on his return after the interview with Mr. Seddon; will you not tell the Committee whether or not your son understood Mr. Seddon had agreed to the arrangement suggested by Mr. Kensington?—What I understood was that we were assured that our improvements would be protected.

18. Did your son tell you that Mr. Seddon had agreed to the improvements?—I cannot say, but he said he was assured that the improvements would be protected. My impression was that he dealt with Mr. Kensington.

19. You feel satisfied your son did come to an understanding with the Government that if you went on with your improvements you would be ultimately compensated for them?—Yes, that was so.

20. *The Hon. Mr. Buddo.*] There is just one point I do not seem to have exactly got clearly, though in various ways it has been referred to. You make a distinct claim against the Crown. Would you kindly state from what date that claim should start, as to the improvements effected: what year—you need not trouble as to the month?—It is 1903; that is clear. My first attention to the matter was in 1902, but it was in 1903 that the Waste Land Board's recommendation reached Mr. Kensington. Mr. Kensington's minute upon that gives the date, I think.

21. And you claim that the Crown should recompense you for all improvements made upon the property subsequent to that date?—Certainly. We had other outlets for expenditure: we had a Crown lease, occupation with right of purchase, which was not then fully improved, and we had a grazing-run farther up the country that was also not fully improved; and we were devoting our resources to the development of these blocks, naturally, until we should come to some arrangement with the Crown.

Mr. W. C. KENSINGTON further examined.

1. *The Hon. Mr. Buddo.*] You have had a large experience of the acquisition of blocks of land that have been milled out?—Land acquired from the Native owners after it has been milled, yes.

2. Cannot you think of a similar case to Mr. De Lautour's in your long experience?—No.

3. Not in the region of Dannevirke, where some compensation was paid?—You see, they are different cases. I know exactly what you refer to—the cases of land that was purchased from the Natives within the last few years—two or three years. There are not many cases. Improvements were paid for on Dannevirke blocks by the higher price paid by the Crown when purchasing.

4. But they do not stand exactly in the same position as Mr. De Lautour?—No; they were purchases made from the Crown at the time the negotiations commenced.

5. One more question: In your private opinion, is Mr. De Lautour entitled—not legally, but equitably—to be compensated for the improvements made from 1904 to the end of the lease?

*Mr. Kensington:* Before answering, I would like to ask Mr. De Lautour a question before the Committee. Mr. De Lautour, in your evidence you said you left off improving this land; at least, I judged you said you left off improving until your son's visit to Wellington—improving the portion purchased by the Crown?

*Mr. De Lautour:* Yes.

*Mr. Kensington:* Directly your son came back, did you then start again improving the portion of the land purchased by the Crown?

*Mr. De Lautour:* Of course, it is difficult to fix dates when specific bush contracts are let; but in substance, just as circumstances permitted, consistent with the existing contracts, we went on and improved it.

*Mr. Kensington:* You went on and improved that portion?

*Mr. De Lautour:* Yes; it was in our interests to do so.

*Mr. Kensington:* There is the whole point. If on your son's return you improved that portion of the freehold which the Crown acquired, naturally one would say you had been informed that you would be paid for the improvements. I may be putting you in an awkward position, but what I mean is this: was this portion owned by the Crown, when taken over by the Land Board, all improved by you?

*Mr. De Lautour:* Yes, every bit of it.

*Mr. Kensington:* Then I can answer Mr. Buddo's question. Except that 60 acres, I think Mr. De Lautour is entitled to be paid for the ordinary improvements made since then.

*Mr. Blair:* There was one member of the Committee asking about the present benefit the Crown secured. The position is on record. The Crown purchased this property some years ago for £472. They got 15 or 20 per cent. on that money in rent to the expiry of Mr. De Lautour's lease, when they received from the incoming tenant £390, which left the net cost of the land to the Crown at £82; and for that expenditure of £82 they are now getting a rental of £714 a year. That is the position at the present day.