

you thought?—As far as I understood the terms. There was the amount of extra improvements to be put down, and with the valuation to be taken at the time when the land was changed from 1881 to 1892, that any difference in rent between the time that we would convert and 1892 would have to be paid for.

119. When you had the opportunity to convert you were not paying £16 16s. a year rent?—I am aware that we had a rebate of one-third for five years.

120. What was the rebate in your case?—One-third.

121. You were well treated in getting that rebate?—We were well treated, but it was policy on the other party's side to do so. It was just touch and go whether the land would be thrown up, and they would get no rent in many cases. It practically meant bankruptcy to those who were on the land, and if we had not been pulled through it would have been bad policy for the Native and also for the country.

122. *Mr. Kerr.*] Do you mean six guineas would mean bankruptcy?—It meant a considerable thing to us in those days. We had to eke out expenditure and live on the garden produce, &c., and we had to be very careful.

123. *Mr. Bell.*] You recognize that you had entered into a bargain which, if insisted on by the Public Trustee, would have resulted in your bankruptcy?—It would have resulted in our giving the land up. My brother gave his share up.

124. You have to thank the Public Trustee, then, for saving you from bankruptcy?—From losing the land.

125. *Mr. Welsh.*] You said that you had to add improvements to your land or else you would have been brought to book?—Yes.

126. By whom?—By the Department of Agriculture, I suppose, for not providing the proper accommodation for milking.

127. It is well you should understand what your rights would have been in 1900 if you had converted: your rent would have been fixed on the unimproved value to be fixed then, and the terms of the lease would run back to September, 1896?—Yes.

128. The back rent you would have had to pay would be from September, 1896, to the time you converted in 1900, which was based on 5 per cent. on the unimproved value in 1900?—Yes, I understand that now.

129. And the payment of improvements in excess of £5?—Yes.

130. Would that have commended itself to you?—Yes, it would have commended itself to me more than I thought. I thought we had to go back to the original Act in 1893.

131. You thought you would have to go back to what period?—As I did not know of the right of conversion in 1900 I did not know there was a condition for converting, and if there had been subsequent chances I thought we were to start from the time the original Act came down.

132. I am pointing out that the load would go back to 1896?—I did not know that.

133. *The Chairman.*] What did you understand the terms to be?—I understand now that if I converted in 1900 the valuation would be taken of the lot in 1900; I would pay 5 per cent. on the unimproved value at that time, and for the rent to start from 1896. I did not understand that before.

EDWARD JOHN DUDLEY SWORN and examined. (No. 10.)

1. *Mr. Welsh.*] What are you?—I am a slaughterman at the present time.

2. And you live in Opunake?—Yes.

3. Do you hold a lease under the Act of 1881?—I do.

4. What land is it?—Section 45, Block IX, Opunake Survey District.

5. What area?—10 acres.

6. When did you acquire that land?—In 1891.

7. How did you acquire it?—I purchased Mr. J. Pennington's interest in the section.

8. What is the rent?—3s. per acre.

9. What are the improvements upon that place?—The improvements on that section are nothing but grassing and fencing.

10. There are no buildings on the section?—No.

11. I think you claim an interest in another section?—Yes, Section 46.

12. Tell the Commission how you claim an interest in Section 46?—Mr. Pennington took up Sections 46, 47, and 48 when the land was originally leased.

13. Who took up Section 45?—A man named Reid, and Pennington bought Reid's interest in Section 45.

14. What was the next step?—Pennington then sold his interest in Sections 46, 47, and 48 to Mr. G. W. Rogers, reserving the right of occupation of Section 46 under an agreement for separation of the lease at any time required. I then purchased Mr. Pennington's interest in Section 46 at the same time as I purchased Section 45.

15. Have you ever had it transferred to you?—No, it has never been transferred to me.

16. Has Section 45 been transferred to you?—Yes.

17. But not Section 46?—No.

18. Who occupies Section 46?—I occupy it, but my brother has a lease. He subsequently purchased Mr. Rogers's interest in the three sections.

19. You had your own arrangements with your brother in regard to 46?—No, it was always understood that it was mine. When my brother bought the sections he understood they were giving him 46 and 47, but they also gave him 48.

20. Did you apply to the Public Trustee?—Yes, to surrender the leases of Sections 45, 46, 47, and 48.

21. Would they do it?—No. Mr. Jack would not do it, because he said all my improvements were on Section 45, and that it would be doing the Maoris an injustice, as by putting Section 46 in I would have 11½ acres in addition to claim compensation on.