

10. That was past the time of conversion?—Yes, it was not converted by Mr. Bates. The late Mr. Bates was a very peculiar man—a kind of hermit. He had nobody dependent upon him except himself, and I suppose he concluded that his then lease would last his time, which it did, and consequently he did not convert. He was not a man of much education, and I do not think he looked very far into the future. When I took over the lease I was under the impression that I had bought an ordinary Maori lease, which is by no means the worst tenure in this part of the world, and consequently I set to work and spent a lot of money on improvements, until it was too late for me to realize my real position.

11. I understand you wish to make a statement, and give us some information?—Yes. Well, as I said, I was under the impression that I had got an ordinary Maori lease, and was very proud of the fact. The fences were all decayed, and I renewed the whole of them, and subdivided a good deal more than Bates had done. I stumped, grubbed, and ploughed, and resowed a considerable portion of the clearing. In fact, I may say it is all fit to be ploughed except about 6 or 7 acres. Part of it was ploughed before, and therefore I could not tell the exact area I ploughed. I reploughed what had been ploughed, and I brought under cultivation a great deal more, and resowed the whole in grass, at a cost of considerably over £300. Then, there was no house upon the property. The late Mr. Bates had a whare, which I will not attempt to describe.

12. What did you do?—I built a nice cottage at a cost of £450, and if the Commissioners desired I could easily get some of my neighbours on the East Road, Stratford, to give evidence as regards the improvements.

13. What would you then reckon all the improvements worth?—There is £300-odd, and £450 for the house, and £800 for the goodwill of the lease.

14. Did you not know that your improvements were restricted to £5 an acre?—Not until too late. I think the evidence shows I did not, because if I had realized my position I do not think I would have spent so much money on improvements.

15. Well, how it is you came to the conclusion that you had, what you call, an ordinary Maori lease?—Because I have had some experience of Maori leases. I was living in Auckland, and my attention had not been called to these West Coast leases.

16. You bought a pig in a poke?—Yes, and, of course, I am to blame. I admit that I ought to have been more alert. I should like to add that, as far as my own personal feelings are concerned, I think one of two courses would be equitable under the circumstances. First, that those leaseholders who were foolish enough not to come in under the 1892 Act might fairly be allowed to come in now. I think if the Act was good in 1892 it ought to be good now. And they should be allowed to come in on this condition: that they paid the difference between 1892 and now. The only other alternative I see that would be equitable would be this: that, speaking personally, in the event of my having to give up my lease I should be paid full value for all my unexhausted improvements. I think that is fair.

17. You do not recognize the maxim of *caveat emptor*?—Oh, yes. I say I made my bed and I must lie on it, but I think there are various ways of lying on it.

18. But you want to lie as easy as you can?—Yes, justly and equitably. I do not want to rob the Maoris—far from it—because they have never robbed me. I have never received anything from them except the utmost kindness wherever I have been in both Islands.

19. *Mr. Kerr.*] What did you think was the duration of your tenancy when you purchased?—Maori leases are generally for twenty-one years, and renewable.

20. So that when you bought this lease you did not think you had the right of renewal?—Yes, I did—renewable for another twenty-one years. In fact, it is one of the best tenures in the colony.

21. Did you have a solicitor acting for you when you purchased?—No.

22. How was that?—It was my son who purchased it, and he came up to Auckland and handed it over to me.

23. What do you say is the actual extent of the improvements on the land apart from the £800 which you gave for the goodwill?—I am not an experienced valuer, and I could not say.

24. But approximately: do you think it exceeds £5 an acre?—Oh, certainly; £5 would not cover it.

25. What excess is there?—I could not say, but the Commission could easily consult that by consulting the valuation roll of the Stratford County Council, and comparing the valuation before my improvements with what is the valuation now.

26. When was it you discovered that your lease was a West Coast Settlement lease?—The first I heard of it was when I got a letter from a gentleman in Manaia asking me to attend a meeting of leaseholders interested in these West Coast leases.

27. When was that?—That was two or three years ago.

28. Did you make any inquiry then as to the precise terms of the lease?—Yes; I then ascertained exactly my position.

29. You knew you were limited to £5 an acre then?—Yes.

30. Have you effected any improvements since then?—No. I could not make many more improvements on the farm. I am not absolutely certain as to the time, but I was going to give the Commission a cue to finding it out. This gentleman who wrote to me asked me to join with other leaseholders in sending a deputation down to Wellington to interview the Government on the subject, and, of course, that led me to inquire. They asked me for a contribution towards the expenses of this deputation, and I contributed my quota.

31. How long have you been out of possession?—Two years.

32. You have a tenant now?—Yes.

33. What rent is he paying?—He pays £1 an acre.

34. Is he dairying the land?—It is all fit for dairying, but it is not being dairied on now.