

petitioned the Government, and asked if we could not get some consideration, and many of us ceased to pay the rent. The position was shortly this: that the lands were unprofitable to us, and unless there was some readjustment of the rent and the conditions, we intended to abandon it. That was our position up till 1892, when the Act of 1892 was passed, which enabled the Public Trustee to consider our position. We were invited to make application for new leases, and we were told that a valuation would be made of the properties and a new rental assessed. We had to deposit a sum of money.

22. *The Chairman.*] This was after the 1892 Act was passed?—Yes, in 1893.

23. But have you not skipped something—you were at this stage telling us that you were about to abandon your leases, or to surrender them?—Yes.

24. That was in 1887. You told us what happened—you applied to the Government for some sort of relief: have you not missed out something?—The only thing I can think I did not make sufficiently clear is that we went on for some years—I cannot say positively how long—without paying any rent at all.

25. Without paying any rent at all?—That is so.

26. Did you or did you not get any consideration from the Government at that time?—I think not. We got that consideration from the Public Trustee, because under the powers of the lease he could have re-entered on the land if he had chosen to do so.

27. But was that consideration given to you—that he allowed you to go on without paying rent for five years?—I will not say for five years. About 1887 or 1888 the price of the products of the land fell to a very low level, and we found that we could not occupy the land profitably. We therefore petitioned the Government to take our case into consideration, and to afford us some relief. Well, things remained in that state until after the passing of the 1892 Act.

28. For that period you got no relief except that the Public Trustee did not pursue you for your rent?—That is my recollection.

29. Did you not get a reduction?—We got a reduction for the periods during which we had not paid until the new leases.

30. You went for that period without paying rent at all?—Yes.

31. And then afterwards you were allowed to pay a reduced amount?—We got a reduction for the time the rent was unpaid; that was equal to the rent that was assessed under the new lease.

32. I do not understand you there: that would mean that under the new lease you got a reduction in your rent?—That is so.

33. *Mr. Welsh.*] Will you tell the Commission what was your object in converting?—I had two objects—one was to get a new lease which would give me full compensation for improvements, and the second was to get a reduction in the rent; in fact, I might reverse them and place the reduction in the rent as being the main object.

34. You did convert?—Yes.

35. And what happened to the rent?—I had it reduced from 6s. to 4s. 6d.—a reduction of 25 per cent.

36. And for the years during which you paid no rent, what did you pay?—My recollection is fairly clear as to that, that we paid up the back rent at the rate of 4s. 6d. per acre.

37. For the period during which you had paid no rent?—Yes, that is my recollection. I believe I am stating what is correct.

38. Had you anything to pay the Public Trustee for your improvements in excess of £5 per acre?—No.

39. What did you do with that lease subsequently?—I transferred it to one of my sons.

40. In what year?—I could not say definitely, but I think about 1896 or 1897.

41. Now, I want to deal with another section: you acquired a lease of part Section 10, Block X?—I acquired it for one of my boys.

42. In what year?—It was purchased, I think, in January, 1899.

43. In whose name was the transfer taken?—John Foreman, my son.

44. You purchased that lease from whom?—Mr. C. H. Jury.

45. At the time you purchased, what were the improvements upon the place?—I should say, about £4 an acre. It had been a bush section, but the bush was all felled; it was grassed and fenced, and there were buildings on it to the value of £150, or perhaps more. There was a four-roomed house and outbuildings.

46. At that time did you take any steps to convert that lease?—No.

47. Why?—I did not know there was an opportunity to do so.

48. What opportunities of conversion were you aware of?—Only that afforded in 1893.

49. You have heard of no other?—No.

50. Now, when you took that lease for your son in 1899, if you had been aware that you could have taken it under the Act of 1892 instead of the Act of 1881, would you have converted it and taken it under that Act?—Yes.

51. Why?—I would have had two objects in doing so—namely, to obtain full compensation for improvements, and the absolute right of renewal. I should have acquired that, although at that time I did not know but what the lease carried the right of renewal.

52. At that time, what would have been your object in converting?—To get the full value for improvements. If I am permitted, I might say, in connection with that, that it is almost impossible on a small farm where the people are dairying not to get the improvements in excess of £5 an acre. With the work of subdivisions and different buildings, they will exceed the limit of £5 unless it is a very poor farm indeed.

53. Of your own knowledge, do you know the value of the improvements upon that farm of your son's now?—I could only say roughly; I should say there are improvements to the extent of between £5 and £6 an acre at present. They might exceed that—it depends on the valuer.