

11. Just tell the Commission shortly what led up to your purchasing this lease?—I went to a land agent and told him I wanted to buy a small farm, and he took me out to see a West Coast lease under the Act of 1892. I knew nothing at all about West Coast leases, and he explained to me that there was a right of renewal after twenty-one years, and full compensation for improvements. He fully explained it, and I quite understood. I did not like the farm very much, and did not buy it. I went round to try and find another one, and then went back to this one, but in the meantime it had been sold. The agent then showed me another one and said, "That is a West Coast lease too." I assumed there was only one kind of West Coast lease, and possibly he did not know this was a different one. I understand there are only four of them in the district, and he may not have known. I understood it was another lease, and I agreed to purchase it. We went to a solicitor, and asked him to put it through, and he said I had better go to the Public Trust Office to see that the lease was all right, and that they would tell me there. I went to see Mr. Fisher, who was the agent at that time, but he was in Wellington, and did not arrive back in New Plymouth until the morning I had arranged to go and sign. Mrs. Hepworth had advertised the sale and everything was arranged, and at that time there were only two clear working-days between my having to sign the lease and her sale. As soon as I found out from Mr. Fisher that this was another kind of lease not carrying full improvements and no right of renewal I went back to my solicitor and was going to back out, but he said, "It means that you lose your deposit, and possibly have to face a lawsuit." I was in a fix then. I had not got much money, and could not afford to lose my deposit. He asked me what I was going to do, and I said, "I think I can possibly get a living off it," and so I completed, and that is how the matter stands yet.

12. Since you purchased, what improvements have you done to the property?—I have ploughed all but 6 or 7 acres, grassed it, erected a cow-shed and other buildings, I have subdivided it into smaller paddocks, and generally worked the farm in a fairly good manner, I think.

13. What do you estimate the improvements to be worth to-day?—I am not a valuer, but £6 an acre, any way.

14. You do not suggest for a moment that Mr. Fisher misled you?—He was very kind to me, and explained it in a very thorough manner.

15. And since you purchased you have ploughed the land?—Yes.

16. Had it been ploughed before?—The bulk of it had been ploughed before, but it had been very much neglected, and had gone back into fern and rubbish.

17. How much did you replough?—I reploughed it all but about 7 or 8 acres.

18. Was it necessary to do that in the interests of good farming?—Yes.

19. And of course you grassed it again, I suppose?—Yes.

20. *Cross-examined by Mr. Bell.*] You have just told us what you have done in the way of ploughing and so on, and you say that was necessary in the interests of good farming: you have also told us that when you took the lease over it had been allowed to go back, and there was a lot of fern and scrub on it?—Yes.

21. Who had been occupying it before you took it over?—Mrs. Hepworth.

22. A pakeha occupying it?—Yes.

23. And allowing fern and scrub to grow?—Yes. There are some bad farmers amongst the white people as well.

24. I thought it was only the Maoris who allowed noxious weeds to grow?—Not noxious weeds. Fern and scrub is a natural product of the land. It is poor land.

25. You say when you actually purchased this property you knew what the bargain was?—Yes.

26. And you now ask to come in under the Act of 1892?—Yes.

27. You want to get out of the bargain you made when you purchased the property?—Yes.

28. Why?—Because there were two leases.

29. Having actually gone into the bargain with your eyes open, you think the whole legislation with regard to West Coast leases should be altered because you made a bungle in buying a West Coast lease?—It is just possible the previous owner did not know it could be converted.

30. What has that got to do with it—you knew what you were buying?—Yes.

The Commission adjourned till 10.30 a.m. next day.

HAWERA, THURSDAY, 23RD MAY, 1912.

EMILY AGNES MITCHELL sworn and examined. (No. 23.)

1. *Mr. Welsh.*] You are a widow, and live at Manaia?—Yes.

2. Your husband was David Mitchell?—Yes.

3. And he took up a lease of land under the Act of 1881?—Yes, of 88 acres—Section 50, Block XIV, Kaupokonui.

4. The rent was 2s. an acre?—Yes.

5. What year did you marry in?—1892.

6. And where did you live?—On the section.

7. When you went to live on the land, what state was it in?—Partly felled and a house erected.

8. Was it bush country?—Yes.

9. Who had felled the bush?—My husband.

10. And there was a house on it?—Yes, and it was ring-fenced.

11. Now, I think he also acquired a lease of another section under the Act of 1892?—Yes.

12. Do you know when you got that land?—In 1893.

13. What was the acreage?—256 acres.

14. Then, you lived on the 88 acres in 1892?—Yes.