

17. What do you mean when you say you closed with the bargain?—I gave him a cheque for the £4,750.

18. Before paying over the purchase-money, was there any agreement prepared?—A transfer was prepared.

19. Before that was any deposit paid by you?—Yes, a deposit of £100.

20. What happened after that?—Well, when I was satisfied with everything I paid the balance of the money.

21. You said a transfer was prepared?—Yes.

22. Was there any mortgage on the place?—Yes.

23. What was the amount of the mortgage?—£1,800.

24. And the price was £4,750 less the mortgage?—Yes.

25. What did you think you were acquiring for your money?—I naturally thought I was acquiring a lease that I might look upon as a lease in perpetuity—that I should not only be paid for my improvements, but that I had a perfect right to a perpetual renewal.

26. Since you have taken possession, have you made any further improvements on the land?—Yes, I have put improvements on the ground nearly equal to £1,100.

27. And is your property fully improved now?—Oh, no; it will require at least between £2,000 and £3,000 more to place the land in permanent pasture, but since Tinkler's case all improvements have been stopped except those that were absolutely necessary.

28. You had £1,800 from the Advances to Settlers Department when you took over the land?—Yes.

29. Did you make any further arrangements with the lending departments?—Yes.

30. And the result was, what?—I asked them to increase the mortgage by £500. It was simply a test case. They sent Mr. Coutts over the land, and he valued it, and within a week the money was in the bank waiting.

31. That made your total £2,300?—Yes.

32. You are not owing that now, are you?—Yes, I still owe the £2,300.

33. Have you made any reductions since?—Very insignificant ones.

34. The 1-per-cent. sinking fund?—Yes.

35. *Cross-examined by Mr. Bell.*] Was Mr. Blennerhassett the original lessee?—Yes.

36. Do you know whether he had applied to convert?—I could not say.

37. Who was this agent in Eltham you saw?—Blennerhassett and Son.

38. And they recommended you Mr. Blennerhassett's own land?—Yes.

39. They recommended you the land belonging to the uncle?—Yes.

40. So that any representation they would make would have to be taken with a grain of salt?—Not at all. They made little or no representations on the subject. They asked me to go over the property with them and see the improvements. I went with them and saw the place, and I was thoroughly satisfied with what I saw.

41. But two most important representations they made to you—one was that you had a perpetual right of renewal?—No, the uncle said that.

42. The agents made no representations?—No.

43. You did not ask what the terms of the lease were?—No.

44. Now, except for the lawyer's opinion, you say you took Mr. Blennerhassett's opinion, and he told you you were to get a perpetual right of renewal and all improvements?—No, not the lawyer; the lawyer said it was all right.

45. Mr. Blennerhassett told you you had a perpetual right of renewal and a right to full compensation?—Yes.

46. Now, you have repeated what Mr. Coutts said when he discussed the matter with you: can you repeat the words that Mr. Blennerhassett used?—He said, "You have a right not only to a renewal, but you are also paid for all your improvements."

47. Those are his very words?—No one can repeat a conversation verbatim after seven years.

48. Does it occur to you now, Mr. Poole, that, so far as improvements are concerned, a man who did not understand the point in Tinkler's case might understand that improvements were limited to £5?—I did not know of any limit.

49. Does it occur to you that a man who knew of the £5 limitation but did not know the point in Tinkler's case might have made that observation with regard to improvements perfectly truthfully?—Well, the question to me is rather obscure. The man that we are speaking of is Mr. Blennerhassett. Tinkler's case was not known when I bought.

50. I think you are an educated man?—I was educated as a mining engineer, and followed my profession for many years.

51. Then, I ought to be able to make myself perfectly clearly understood. Do you know what was the point decided in Tinkler's case?—Yes, that all bushfelling, all burning off, grassing, sowing, and bringing into permanent pasture was no improvement. The man who drew up that will must have been dreadfully ignorant.

52. Does it occur to you that a man who, while knowing that the compensation for improvements was limited to £5 an acre, but not knowing the point in Tinkler's case, might have made that observation with regard to improvements which Mr. Blennerhassett made with perfect truthfulness?—Yes, I suppose it would be so. He would make the observation but would not know anything of Tinkler's case, and therefore he understood that all improvements were to be paid for.

53. Who was your lawyer?—G. P. Wake, of Eltham.

54. And you told him to send to Wellington for your lease?—Yes.

55. And you asked him to give you his opinion on it?—I did.

56. After he had seen the lease you say he made a statement to you about your position?—Nothing about my position. The only thing was in regard to the lease, and, as far as I remember, he said, "It is all right."