

At the time your petitioner purchased the lease about 700 acres of bush had been felled and grassed, of which area about 250 to 300 acres were situate in Whakaangi 5A Block; with the exception of this 700 acres, the land under lease was all in heavy dense bush.

2. The original lessees were unable to carry on the leases, which on default happening had fallen to the mortgagee, the Bank of Australasia. Your petitioner acquired that bank's interest for the sum of £2,000.

3. Your petitioner's object in acquiring the property was to make provision for his family. The property has been continuously in the occupation of your petitioner by one or other of his sons.

4. At the time of the purchase by your petitioner it was lawful to acquire the fee-simple of Native lands subject to the safeguards for the protection of Natives provided by law; and your petitioner proceeded from time to time, as opportunity offered and his finances would permit, to acquire the freehold of the interests in Whakaangi A and Whakaangi B held by him as aforesaid under lease.

5. Your petitioner is not aware of any case where the Crown, in acquiring Native land for settlement purposes, has knowingly competed with occupiers of the same land held under lease who were engaged in opening up and breaking in the backblocks of the interior.

6. At the time of purchase there were no roads in the district north of the Waiapu River, and practically no settlement whatever, and your petitioner had to open tracks for his own use.

7. Some time after the lease was acquired the Native Department sent a Land-purchase Officer (Mr. Wheeler) into the East Cape district, and he acquired undivided interests in a number of Native blocks the location of which was not then ascertained.

8. When the shares purchased by the Crown were partitioned out by the Native Land Court in 1899 it was found that the Crown had acquired 1,102 acres in Whakaangi 5A and 51 acres in Whakaangi 5B Blocks above mentioned and leased by your petitioner. On inquiring into the matter at the time, and complaining that the Crown was preventing him acquiring the freehold of the property he was breaking in, your petitioner was informed that it was not known that any of the shares acquired by the Land-purchase Officer were in his blocks, and that the Land-purchase Officer had been instructed not to acquire any land that was occupied by Europeans. At this time, besides the purchase-money which had been paid for the leases, your petitioner had spent considerable sums of money in felling bush, grassing, and fencing, most of which happened to be on the piece awarded to the Crown by the Native Land Court, as this piece was situate nearest the homestead and was first improved.

9. To protect these moneys your petitioner applied to the Crown Lands Board for a new lease. The then Commissioner of Crown Lands, Mr. E. C. Gold Smith, informed him that there was a precedent under analogous circumstances for granting such a lease, and the Hawke's Bay Land Board sent on the application to the Minister with a definite recommendation for approval, but the application, however, was not entertained by the Minister.

10. Before deciding to complete the clearing of the country held under lease as aforesaid your petitioner sent his son to Wellington to ascertain his position as a tenant of the Crown, and to obtain, if possible, some assurance that his improvements would be protected.

11. Being satisfied with his son's report, your petitioner continued improving the balance of the section by felling and burning the bush, sowing English grass, fencing, and building, and also by clearing up the country which had gone back before your petitioner acquired the lease, and which had not been cleared up before as the unexpired term of the lease was so short. Within the last five years 300 acres had been felled and sown, four miles of fencing have been erected, and £100 has been spent in building a new dip and renewing sheepyards. Two years previously considerable additions and alterations were made to the homestead.

12. Your petitioner understands that the Crown only paid 8s. per acre, or £472 16s. for the freehold, about fourteen years ago. Since that time your petitioner has been paying the Crown 1s. 3d. and 1s. 6d. per acre rent. This is equal to interest at the rate of from 15 per centum to 18 per centum on the amount expended by the Crown on the purchase of the block. The land, together with the improvements effected by your petitioner as aforesaid, is now valued by the Crown at £14,370 according to the Land Board's poster. To a very great extent this increment has been occasioned by your petitioner's efforts in settling the country and the expenditure of his capital.

13. Your petitioner's leases expired on the 1st day of April, 1914, when he handed over to the Hawke's Bay Land Board a fully improved property in first-class order, consisting of 1,182 acres laid down in the best English grass, and thoroughly fenced and subdivided into seven paddocks by seven and a quarter miles of puriri and totara posts and galvanized-wire fencing, and on which is situated a homestead of nine rooms, wash-house, dairy, men's whare, and stable. Unless relief is granted to your petitioner he will lose the whole of the capital he has invested for the purpose of effecting these improvements on the property acquired by the Crown. The Hawke's Bay Land Board have again leased the property to other parties in two separate holdings. The upset rentals amount to £714 for a license for occupation with right of purchase and £571 4s. for a renewable lease.

Your petitioner therefore humbly prays that your honourable House will be pleased to take the facts and circumstances into consideration, and to make such recommendation in [the subject-matter as may be equitable and just.

And your petitioner, as in duty bound, will ever pray.

Dated at Gisborne, this 14th day of July, 1915.

C. A. DE LAUTOUR.

Witness to the signature of the said Cecil Albert de Lautour—GEORGE STOCK, Solicitor, [Gisborne