

2191. Can you give us an idea how many cases you took at the sitting each day?—In Ross's case we did not get through in a day; we sat until next morning. In some cases we took two or three in a day. There were some cases in which the Natives refused to say a word. Some cases we got through pretty quick. In these cases we heard every applicant.

2192. *Mr. Stewart.*] Your award was based on your own judgment?—Yes. It was for that reason we visited the ground—so that we might form our own opinion.

2193. Do you know how long you sat at Patea?—We had three sittings—I think about a week at a time.

2194. At Waitotara?—Twice at Waitotara.

2195. Can you give the Committee any idea how the costs of these awards were made out?—Yes.

2196. Take a particular case—say, Lysaght's No. 30?—I have them here, made up as follows:—Total, £51 1s. 5d.; Nolan, £7 10s.; I charged £15 15s.; McLean, £3 3s.; awards, £3 0s. 3d.; notices, 3s.; solicitor's charges, £2 12s. 6d.; Bailey, interpreter, £6 12s. 8d. for serving notices and awards; interpreter (Thompson), £1 3s.; stamp duty, £1; telegrams and other matters of the kind we divided between the cases *pro rata*.

2197. Do you know on what you based your own fees of £15 15s.?—I charged on the average about five guineas a day in each case. The charges were not all the same. I took into consideration the people who had to pay. There was one widow woman whom I did not charge so much.

2198. Next take the confirmed lease No. 4—that is £125 5s. 3d.?—In that case the charges were—Nolan, £12 10s.; self, £30; McLean, £5 5s.; awards £3 6s. 9d.; notices, 3s.; Barton, solicitor, £2 12s. 6d.; stamp duty, £5; interpreter, £2; Bailey, the officer who served the notices and awards, £67 8s.; extras, 5s.

2199. What was the reason that the costs of serving the notices were so heavy?—We could not get them done cheaper. The Act required us to give notices. We received tenders to get it done. It was the only thing we could do, as Bailey was the only man who could do it. It required a man having a special knowledge of the Natives. Possibly Mr. Rennell could give more information to the Committee on this point, because he has had to serve notice upon Natives before these arbitrations. I do not know whether the Government had to pay as much as we had, but we tried to get it done as cheap as we could.

2200. This £12 10s. against Mr. Nolan's name—who is Mr. Nolan?—He is an auctioneer.

2201. Were these charges fixed? How did you arrive at the difference, for instance, between £12 10s. and £30?—I had to leave my farm and go over the ground, assess the values, and attend the sittings. I reckoned the charge of five guineas a reasonable charge when I had to visit the ground.

2202. He had to do the same?—Yes, he had to do the same.

2203. Take another instance: here is Mr. Buchanan's confirmed lease No. 49—costs, £94 12s. 6d.; rent, £59 7s. 2d.?—In that case the items were—Barton, £7 17s. 6d. for preparing awards. There were three leases of Buchanan's altogether—one, £59 7s. 2d.; second, £211 12s. 10d.; and £84 12s. Notices, 9s.; awards, £1 4s.; interpreter, £5 1s.; Nolan, £58; Livingston, £30.

2204. How long were you occupied at that?—About six days.

2205. How did you arrive at the difference in the charges there? Did he assess the value of his services and you yours?—Yes.

2206. So that if he charged £100 you would have objected?—I think I would have.

2207. The other items are?—Stamp duty, £3; Bailey and Co., £98 16s. 4d. These charges would be for the three leases.

2208. *Mr. Levi.*] Can you tell the Committee what was the reason which decided you to make this charge of one-fourth of the costs against the Natives?—The first case left to myself as umpire, I made the lessees bear the whole of the costs; but in other cases, after discussion, we arrived at a compromise. It had been proposed that the lessees should pay half and the Natives half, but we arrived at a compromise. The other arbitrator thought each side should pay half; I thought the lessees should pay the whole: I gave way to the extent of one-fourth.

2209. That is, you split the difference?—You may put it that way if you like.

2210. You have stated your method of arriving at the rent—that is, you assessed the value, and then took all the improvements made on the land?—We took all the unexhausted improvements according to the regulations laid down here [regulations handed in]—houses, buildings, fences, plantings, reclamations.

2211. Did you include the land laid down in grass?—Yes.

2212. What head would you bring that under?—General improvement, planting. We did include it.

2213. Is it the fact that you included all unexhausted improvements of whatever kind?—Yes.

2214. Then, after you deducted the total value of these improvements you took 5 per cent. on the capital value?—Yes.

2215. You did that in every case?—Yes.

2216. How came you to determine on 5 per cent.?—Because that is the calculation on which the Government bases the rentals for perpetual leasing.

2217. Do you think that was a sufficient reason for fixing 5 per cent.?—I saw the problem worked out showing how the rental was to be arrived at.

2218. Was that supplied to you?—No, it was not supplied to me.

2219. Did you have any conference with Nolan or Caverhill as to the basis you should calculate the rents on?—After hearing the evidence we began to enter into calculations. We had first to consider our going upon a fair and reasonable basis. We considered what would be a fair and reasonable rate as between man and man. Extreme low rents would not be just; we considered what would be