

2540. Any gullies running through it?—Yes.
2541. Has that continuation you speak of given the same character to the land along its bank?—Yes, this gully does run through it.
2542. Evidence was given by the lessees?—Yes.
2543. With reference to the arbitrators' awards, was it not always to the capital value?—Evidence was given to the capital, and also to the improvements.
2544. Then with regard to value: you had regard to the selling-price of the land?—We asked them their opinion as to the value of every property.
2545. Did you consider what was the selling-value of the land for cash?—Yes; we considered what it was then worth compared with similar lands about the district—on our own knowledge of prices ruling at the time.
2546. Did you specially consider that you were granting a lease for thirty years?—No.
2547. You left that out altogether?—Yes.
2548. You did not understand you were fixing the terms of leases, for which compensation for improvements were to be given at the end of the term?—No; we did not take that into special consideration.
2549. Did you consider that it was within your province to fix any terms beside the rent?—Yes, to some extent; we did so in some cases. There were two cases at Waitotara, one in which there was a clause in the lease in which the Natives had certain rights of running stock on the ground; we considered they were entitled to have a portion of the land eliminated from the area and set aside for their use; in two cases this occurred. We fixed the term at thirty years by the Act. We took it for granted that was the term by the regulations under the Act.
2550. You considered that you were bound by the regulations under the Act of 1881?—Yes.
2551. You say you consulted the other arbitrators, and you agreed to take 5 per cent. as the basis of the rent for a lease of thirty years?—Yes.
2552. Why did you take 5 per cent.?—That is the price adopted by the Government.
2553. What for?—In fixing their rents.
2554. On perpetual leases?—Yes.
2555. You considered that because the Government adopted that it was a fair rate?—We considered it was a fair rate for any one to pay.
2556. Were you not influenced by the fact that 5 per cent. on the unimproved value was mentioned in the regulations?—I do not know whether it is so mentioned.
2557. Look at section 1 of the regulations?—I do not know that that guided us in any way.
2558. Is it a fact that a fourth part of the costs were charged to the Natives?—Yes.
2559. Do you know why that was done?—It was done by arrangement between Mr. Livingston and myself. I wished that the costs should be divided equally between the lessees and the Native owners: we had a very long argument about it. Mr. Livingston protested against that: he wanted the whole to be charged to the lessees. I contended that, as this work was done at the instance of the Government, and that the arbitration took place under statutory powers, it was fair that both sides should divide the costs equally. Ultimately we decided it in this way.
2560. You split the difference?—Yes, you may put it in that way.
2561. You and Mr. Livingston agreed in all your awards?—Yes.
2562. Did you always agree in the first instance?—No; we spent days over this work, and not days merely, but weeks.
2563. Were compromises made in any other cases?—We did not compromise; we agreed.
2564. Were there not instances in which you went over the figures in which he offered the concession you wished, and you did the same?—No; there were in all cases occasions when we went into figures that we did not agree at first; but we worked and argued the whole thing out.
2565. What was the process?—We convinced each other. I had a good knowledge of the country, so had he. The outcome of our discussions in all cases was an agreement, in accordance with which we finally fixed the rent under arbitration.
2566. Have you any memorandum as to how the costs of the awards were made up? you might give us some instances, say in Ross's case?—Yes; there the costs were £166 15s. 5d. The fees charged were as follows: Umpire, £15 15s.; Livingston, £52 10s.; Covern, £78 15s.; interpreter, £1 10s. 2d.; solicitor, £2 10s.; serving notices, £5; serving awards, £7 10s.; incidental expenses, office clerk, &c., £3 5s. 3d.
2567. That makes up the total?—Yes.
2568. *Hon. Captain Kenny.*] What was the area?—1,349 acres.
2569. *Mr. Levi.*] How long did you sit hearing evidence?—Two days in that case. I remember that in that case we sat into the next morning over it. I forget whether we had a second sitting or not.
2570. You went on the land to view it?—Yes.
2571. That took another day?—Yes; but the case cannot be summed up in that way, from the days we sat or the day we visited the land. The whole period during which we were engaged over these cases was possibly four months. These particular cases would be a portion of the whole from start to finish. We had to arrange to get correct information as to who were the Native owners. Then there were arrangements to be made for serving the notices. Then, as to the appointment of an umpire, we spent a considerable time in getting a suitable man. We wanted to get a man of experience and knowledge who would be impartial throughout. Then, with reference to this particular case, we spent a good many days in fixing up the question connected with the award, as there was another question which cropped up while considering this lease. There was a clause in the lease to the effect that if the land contained more than 1,000 acres the extra area was to be cut off, leaving a certain boundary. This cost us a great deal of thought in arriving at a fair