

205. Was the new tenant compelled to reside on the section which the Board recommended should be given to him, and which was given to him?—It was under lease in perpetuity. On lease-in-perpetuity lands at Cheviot the residence clause expired years and years ago. It was only for ten years.

206. I want to know whether the new tenant whom the Board recommended in the case on the section referred to as Barrett's was compelled to reside on the section?—He could not be.

207. I will repeat the question. Was the man referred to in Barrett's case compelled to reside on the section he was getting?—Certainly not.

208. Why?—Because there is no residence clause.

209. In what case?—The lease in perpetuity carries with it ten years' residence, and that has expired in all cases at Cheviot. There is no longer any residence clause there.

210. Were both these sections held under lease in perpetuity?—Yes.

211. Both the section which was already occupied by the man and the one which was transferred to him?—Yes.

212. Therefore the Board did not insist on the residence conditions?—It could not, of course. He was residing on the other, you see.

213. In the case of transfers and sales I suppose you are prepared to admit that the functions of the Land Board are merely advisory?—I think there are certain powers, considerably more than that.

214. Are you aware that the functions of the Land Board in the case of transfers of land or sales of land are merely advisory?—No, I am not aware of that.

215. Do you know that no transfer can take place without its being accepted and agreed to by the Minister of Lands?—Yes, I know that.

216. And has his signature attached to the document?—Yes, I know that. But that was not the scope of your question: there is entailed a good deal more than that.

217. I will put it in this way: when a transfer is proposed in any land district and considered by the Land Board, does their recommendation go on in that form to the Minister?—I know that is always done.

218. Nothing can be done without the Minister of Lands?—Yes.

219. Or without it coming through the head of the Department?—Yes, that is so.

220. Then it comes back to what I suggested just now—that the Land Boards' functions are advisory?—With regard to transfers, yes.

221. And that the Minister can at any time veto any of these transactions?—Yes.

222. Are you aware that some hundreds are vetoed in the course of the year?—Not with us.

223. I am speaking of administration generally?—I do not know about that. It is not so with us.

224. With regard to this section, you think it would be practically impossible for a man to make a living from it?—Unless he had some special occupation, such as gardening, or beekeeping, or fruitgrowing. Then he could do well.

225. How many beekeepers are there in Cheviot—many?—There is only one that is following it up as a profession, as far as I know.

226. This is the man who applied for the section?—Yes.

227. So that as far as beekeeping is concerned the thing was limited to this gentleman?—I do not think it was in our minds what he would do with it, as long as he was satisfied he could make a home.

228. *Hon. Mr. Buddo.*] What would have been the effect of offering the section in question for sale for cash as against leasing on renewable lease so far as regards settlement: would it have been likely to induce settlement more by letting it on renewable lease?—I think so, decidedly, from my experience.

229. Was it the Canterbury Land Board's general policy to encourage residential settlement?—Yes, certainly.

230. Was it so during the whole period you were on the Board?—Yes.

231. Could residence have been insisted on if the section had been disposed of for cash?—No, certainly not.

232. Could residence have been insisted on if it had been disposed of on renewable lease?—Yes, for five years, or longer than that. It has been increased.

233. It is altogether now?—Yes.

234. Then the disposal of that section on renewable lease would have best carried out the Land Board's general policy?—Undoubtedly.

235. *Mr. Nosworthy.*] You say you were ignorant of any others inquiring for the land when Mr. Rentoul first approached you?—Yes, that is right.

236. Is it not a fact that when sections have not been taken up, as was the case with this section at Cheviot—except for the year-to-year lease—the Board have let sections on renewable lease when there has been only one applicant?—The section would have to be offered first to the public, and if there was only one applicant he would get it. It has to be advertised.

237. *Mr. R. W. Smith.*] You were on the Canterbury Land Board for four years?—Yes.

238. Do you remember during that time any other case where the Minister of Lands insisted on the Land Board reversing its decision?—No, this is the only case I know of.

239. Was this section in the district that you represented on the Board?—I did not represent Cheviot on the Board. I was not a Crown tenants' representative. I simply represented Canterbury.

240. Where members of a Land Board know of pieces of land that are likely to benefit the district by being thrown open, is it a usual thing for members of the Board to recommend that those pieces of land be thrown open?—Most decidedly.