

20th May, 1913, at the yearly rental of £25, payable half-yearly in advance, the first payment to commence on the 20th May, 1913. No covenants beyond those implied by law are contained in this lease except one, that Sir Walter Buller will pay the arrears of rates amounting to £8, which were owing in respect to the land.

It appears that Kemp had entered into an agreement with Peter Bartholomew, a sawmiller, by which the latter had the right to cut and remove timber, and that the last-mentioned lease was made to commence from the 20th May, 1913, at which date Mr. Bartholomew's agreement expires.

By lease dated the 5th September, 1892, Kemp leased the remainder of the subdivision to Sir Walter Buller, for the term of twenty-seven years, from the 20th May, 1892, at the yearly rental of one peppercorn for the first six years (*i.e.* till Mr. Bartholomew's agreement expires), and during the remainder of the term at the yearly rental of £64, payable half-yearly in advance. No covenants are contained in this lease, other than those implied by law, save that Sir Walter Buller will pay £40 overdue rates, and that he will respect the agreement entered into with Mr. Bartholomew.

The position of the subdivision then is that, with the exception of two small pieces amounting together to 11 acres and 20 poles, which have been sold to Sir Walter Buller, the whole of the block of 1,200 acres has been leased as follows :

That portion to the westward of the railway-line for twenty-one years, from the 20th May, 1892, at a yearly rental of £60; that to the eastward of the railway-line, one block for six years from the 20th May, 1913, at a yearly rental of one peppercorn for the first six years, and £64 for the remainder of the term, without any covenants for the benefit of the lessor, except those implied by law, save that £48 arrears of rates at the time the leases were granted, should be paid by the lessee.

Sir Walter Buller's estimate of the value of the land is £4 per acre. Mr. John McDonald, who is a practical farmer and knows the land intimately, values it at nearly double that sum; whilst the experts who valued the ground at our request value it at £6 10s. per acre. But taking Sir Walter Buller's opinion as correct, a grievous wrong has, we think, been done to the tribe by leasing the land for such long periods at such a low rental.

In October, 1894, an action brought by Kemp and others in the interests of the tribe against Hunia came on for trial at Wanganui. Mr. Edwards was solicitor for the plaintiffs, Sir Walter Buller (according to his own evidence) assisting and instructing him. Kemp had undertaken to make a payment to his solicitor on account of costs before the case came on, but he did not do so. The day before, or two days before, the action was to be heard Mr. Edwards refused to go on with the case unless £500 were paid to him. Kemp had not the money, and Sir Walter Buller advanced it. A mortgage was prepared, taken at once to a Trust Commissioner, who, as all the parties were before him and were satisfied with the transaction, granted the certificate. The Trust Commissioner was, in granting this certificate, within the law, for although notice of the application for it was not gazetted, the land was held under certificate of title, the parties were before him, and he had Kemp's sworn statement that the land was not subject to a trust. The mortgage was not given merely to secure the £500 which was the primary cause of its existence, nor even to secure the costs of the action, but to secure in addition to the £500 the balance due upon the account current between the parties, then advanced and owing, and for moneys which might thereafter be advanced and owing by the mortgagee to the mortgagor, or otherwise howsoever, with interest at 8 per cent. per annum. Practically on the day of the trial, when Kemp was in the position of having to raise £500 to see the action struck out, a mortgage is given by him—not for the sum advanced—but for unknown sums, to Sir Walter Buller, who for years acted as his confidential adviser, and who already held leases (prepared without Kemp having independent legal advice) of the land mortgaged, which did not expire for a long period, at a very low rent.