

II. To take some other typical cases which we choose at random, where Mr. Good was arbitrator for the Native Trustee, Mr. Richards for the lessee, and the gentleman whom Mr. Justice Blair appointed as umpire in the *Crocker case* was umpire—

	Mr. Good.	Mr. Richards.	The Umpire.	Former Rent.	New Rent.	Government Valuations.	
	£	£	£	£ s. d.	£ s. d.	Date: 31st March, 1926 C.V.: £5,425 Impts.: £1,355 U.V.: £4,070	31st March, 1938. £3,480 £1,555 £1,925
No. 1—Gross.. Impts. Resid.	4,180 1,883 2,297	3,080 1,938 1,142	3,300 2,019 1,281	104 7 6	64 1 0		
No. 2—Gross.. Impts. Resid.	4,300 1,867 2,433	3,508 2,308 1,200	3,509 2,165 1,344	95 2 6	67 4 0	Date: 31st March, 1926 C.V.: £5,315 Impts.: £1,515 U.V.: £3,800	31st March, 1938. £3,950 £1,450 £2,500
No. 3—Gross.. Impts. Resid.	3,977 1,485 2,492	2,578 1,584 994	2,500 1,618 882	118 5 0	44 2 0	Date: 31st March, 1926 C.V.: £6,221 Impts.: £2,061 U.V.: £4,160	31st March, 1938. £4,985 £1,720 £3,265
No. 4—Gross.. Impts. Resid.	3,724 1,619 2,105	3,336 1,955 1,381	3,435 2,156 1,279	117 12 0	63 19 0	Date: 31st March, 1926 C.V.: £4,642 Impts.: £1,457 U.V.: £3,185	31st March, 1938. £2,944 £1,229 £1,715
No. 5—Gross.. Impts. Resid.	4,235 2,093 2,142	3,388 2,402 986	3,630 2,495 1,135	102 17 0	56 15 0	Date: 31st March, 1926 C.V.: £3,879 Impts.: £854 U.V.: £3,025	31st March, 1937. £3,400 £1,450 £1,950
No. 6—Gross.. Impts. Resid.	15,132 6,954 8,178	13,938 9,216 4,752	13,092 7,359 5,643	523 16 0	282 3 0	Date: 31st March, 1926 C.V.: £18,436 Impts.: £6,214 U.V.: £12,222	31st March, 1938. £14,957 £5,645 £9,312

Taking No. 3 as an example, the rent on Mr. Good's valuation would have been £124 12s. (5 per cent. on £2,492); on Mr. Richards's, £49 14s. (5 per cent. on £994); and on the umpire's, which, of course, fixed the actual amount payable, £44 2s. (5 per cent. on £882). The rent for the previous term had been £118 5s. It will also be seen that in cases Nos. 3 and 4 the umpire's residual value was actually less than that of Mr. Richards the lessee's arbitrator. It is difficult to resist the conclusion that the umpire must in these and other cases have been acting on Mr. Richards's theory of "productive value"; on no other theory, comparing his figures with those of Mr. Richards, do his awards seem explicable.

79. It is not only in such cases as those referred to in the last preceding paragraph that dissatisfaction exists. Taken by and large, the same unsatisfactory position exists in respect of all the second-renewal leases even where the arbitrators found themselves able to agree. The same system prevailed throughout, with the same result—high values on the improvements based on changed conditions and costs—probably the adoption of Mr. Richards's theory, depression of "residual value." To cite one case as an example—a case decided in 1940 by arbitrators, in which Mr. Richards was *not* an arbitrator—the area was 339 acres, "felling and grassing" were allowed at £4 10s. per acre, stumping at £6 per acre, and Boxthorn hedge 434 chains at £2 per chain.

80. The results may now be summarized in figures. The aggregate figures for the purposes of the first-renewal leases were: Gross value of land, £998,558 11s. 11d., of which improvements represented £383,476 7s 2d., and the residue, £615,082 4s. 9d. The rentals aggregated £30,993 4s. The gross value of all the lands since the granting of such of the leases for the second-renewal leases of the land as are now in that term, is £1,271,885 16s., of which the improvements amount to £770,075 4s. 2d., and the residue £501,810 11s. 10d., the total rentals being £25,130 12s. 3d. per annum.