

and to find a purchaser, if he can, and if in exercise of his power he acts *bona fide*, and takes reasonable precautions to obtain a proper price, the mortgagor has no redress, even although more might have been obtained from the property if the sale had been postponed. *Cholmondely v Clinton* (2 Jac. and W.I., 182), *Warner v Jacob* (20 Ch. Div., 220).’ In addition to the admitted deficiency of from £8,000 to £10,000 in the securities, the plaintiff, at the time of his bankruptcy some years later, had other liabilities amounting to over £5,000, and he had no assets. Even if the defendant bank had purchased the mortgaged properties at the Registrar’s sale for £60,000, which the plaintiff admits to have been more than their market value, he would have been still hopelessly insolvent, and his position at this day must have been the same as it now is.’ My reply to this is that the estate was 31,000 acres, and I was owner and manager. It had a large and yearly progressive value, owing to grass-sowing, bushfelling, ploughing, fencing. The carrying-capacity was raised from 900 to about 50,000 sheep and 2,000 cattle, and the income from £100 to £14,000, the lambing being latterly 16,000. In addition, the wool took first prize at the Melbourne Exhibition of 1888 for most value per fleece (unskirted fleeces), and at the Dundedin Exhibition of 1889–90 third prize for most value per fleece (unskirted fleeces). In both cases these were a bale of over 3 cwt. from aged wet ewes, with a lambing of over 115 per cent. The wool also took medals and certificates. A large proportion of the wether lambs, also of the sheep, were frozen at full weights. On the 9th August, 1883, it was valued by Messrs. J. N. Williams and Charles Beetham at £75,000. See Supreme Court evidence, page 131: “The Mangatoro Run, about 30,450 acres in extent, consists for the most part of low undulating hills composed of rich marl and limestone. About 6,000 acres of the property is bush land with an abundance of totara for fencing purposes. The remainder of the land is open, and the vegetation, consisting of grass and toetoe with very little fern, makes the introduction of English grasses a comparatively easy matter to make the property one of the finest in the district. Twelve thousand acres have recently been sown with English grasses, and when the remainder of the open land has been sown the carrying-capability of the run will be more than doubled. The number of sheep now on the run is 17,000. With a comparatively small expenditure this number should be increased within the next three years to 35,000. Fencing, about forty miles, all substantially put up, and in good order. There are also good drafting-yards in various parts of the run. Buildings are all good, and quite sufficient for working purposes. We value the freehold of the above, including stock and improvements, at £75,000.—CHARLES E. BEETHAM, Sheep-farmer, Apiti, J. N. WILLIAMS, Sheep-farmer, Hastings.” The debt to the bank was then about £38,000 (see page 184), leaving a margin of about £37,000. It was valued in March, 1888, by McCaw, an inspector for the bank’s estates, at £80,000, and as returning about 12 per cent. (see page 90, Supreme Court evidence), which would make the leasehold worth £94,000 (see Ferrier Walker’s, accountant, evidence, page 4 of his valuation). Margin about £26,250, overdraft, £67,750. It was valued in March, 1888, by Mr. Walter Hunter, an inspector of estates for the bank, at £94,000 (see page 4, Ferrier Walker’s evidence). It is acknowledged by the bank in their correspondence (6th May, 1882) that the lease is almost equal to a freehold (see Supreme Court evidence, page 123). On this valuation the property was yielding about 10 per cent. interest, margin, £26,250; overdraft, £67,750. At the time of sale, on the 25th March, 1889, the gross income is returned by the bank as £13,285 (see page 95 of Supreme Court evidence, “Terms of payment will be cash in one month”). The working-expenses, including interest at 8 per cent. (£5,574 7s. 5d.) are given in detail, leaving a surplus of about £3,000. These are signed by the accountant, E. Averill, the present manager, making the net income at the time of the sale on the 25th March, 1889, £8,500, out of which to pay interest, which was uniformly charged 8 per cent. From the figures given, Mr. Ferrier Walker, accountant, gives the value at the time of the sale on the 25th March, 1889, as £125,662, margin, £57,662, approximate overdraft, £68,000 (see page 2, Ferrier Walker’s evidence). This corresponds pretty closely with a valuation made for the bank by the Hon. J. B. Whyte in May, 1890, about twelve months after the sale, at £139,000. At this figure the estate was transferred to the Estates Company in August, 1890 (see page 110, Supreme Court evidence), margin, £70,498 13s. After the sale the account was continued in my name (see Supreme Court evidence, pages 107 to 110) and under my sole management until August, 1890, about seventeen months after the sale. Until leaving the estate in August, 1890, I signed all cheques as owner, not manager. Immediately after the sale the bank, uninvited, sent me a letter of authority to spend £8,000 more of capital in further bushfelling and grassing, the work to be completed in three years. In the first year I felled rather more than 5,000 acres, which was felled and burnt at a cost of rather under £5,000, 20 per cent. of the felling-money, by arrangement, being withheld until the burning was completed. This completed some 15,000 acres of bushfelling, and 27,500 acres in grass by bushfelling, surface-sowing, and ploughing. The ploughing extended in a continuous line for eight miles. The ploughing was at least done twice. Before borrowing from the bank I had the money for seven years at 5 per cent., and could have had it at 4½ per cent. (see page 151, Supreme Court evidence). Among other extraordinary efforts to get me off the place is the lying and absurd statement: “8/8/90.—c/—Memo. 29/239.—8th August.—Mangatoro.—Reporting action inimical to the bank on the part of Mr. Hamilton in endeavouring to secure a share in the freehold of the run in his wife’s name, and that, the matter being represented as urgent, Mr. Balfour had been instructed to use his discretion in consultation with the bank’s solicitors in taking steps to protect the bank’s interests, in pursuance of which Mr. Balfour had purchased for the bank the freehold interest for which Mr. Hamilton was treating, the interest being one-fourth of a one-tenth share, and the price £500—viz., £250 cash and £250 on completion of title. The attorneys approved of the action taken. Mr. Balfour further advises other interests being in the market—namely, one full share p. £2,000, and a half of one full share p. £1,000. The attorneys decided to defer consideration of further purchases and dealing with Mr. Hamilton.” The absurdity of this lying statement is shown by the fact that the freehold is subject to a lease of forty years at a nominal rental; that the freehold could not probably be obtained under £1 per acre; that the buyer would have to sink his money at nominal interest for forty years, and then be confronted with an improvement clause of £1 10s. an acre. The idiotic nature