

valued, that the timber had been removed and only a small area about the dwelling was reportedly cleared but which had, at the time of inspection, reverted.

15. The Petitioner has provided a copy of the lease for Section 2, Block V, Hurakia Survey District between the Crown and Mr William Magnus Peterson. Upon analysis it is clear that the lease details are entirely conventional for such soldier settlement leases of the era:
  - a. Mr Peterson took possession of the section on 1 January 1921
  - b. He agreed to pay a half yearly rental of £31:19:00 based on an improved capital value of the property of £1420. (Some pre-existing improvements were accounted for.) The rental figure was based on 4% of the value and had its legal origins in Land Laws Acts from the 1890s.
  - c. He was required to reside permanently on the property from the date of occupation in January 1921.
  - d. He was required to maintain the existing improvements, meet fencing covenants and maintain existing fences and deal with all noxious weeds.
  - e. He was required to execute improvements in the first year equivalent to 10% of the capital value or some £142. He was required to repeat this level of investment in the second year of occupation and, following a further six years occupation, imbed an additional 10% value of improvements and that these improvements would have a permanent character within the meaning of the Land Act 1908 and be valued at 10 shillings for every acre of demised land or in this case, approximately £250.
  - f. He was to pay all taxes, rates and assessments levied on the property.
  - g. He was not able however to transfer his interests in the leasehold within a ten year period except with the permission of the Minister of Lands. This was to stop soldiers from speculating in a market with their Crown leases in a period which had seen land prices increase inexorably since the 1890s. It was not, as claimed by the Petitioner, to protect the settler from public servants.
  - h. He was also able to freehold the property during the term of the lease for the sum of the capital value which was set at £1,420. It is notable that he did not so freehold the property using the income derived from selling the timber rights.
16. The knotty question of the 'mortgage' and the Petitioner's accusations that William Magnus Peterson was not provided with development assistance by the Land Board arises at this point. Contrary to the claims of the Petitioner, the papers supplied by the Petitioner disclose that William Magnus Peterson was advanced the sum of £400 for the purpose of developing the property almost immediately upon taken possession of section 2, block V Hurakia SD early in 1921. The form in question provided in the Petitioner's documents discloses with some precision that the advance was for improvements '(seeds, fencing, etc.)'. In addition the Petitioner supplied an undated document which appears to be from the Minutes of the