

knowledge the reasons on which that application was dismissed; but in any case no partition could be lawfully made at that time for want of survey, and also because the block did not come within the meaning of the word "land," as defined by section 3 of "The Native Land Court Act, 1886." The only title to the block at that time was an order for certificate under section 25 of "The Native Land Court Act, 1880," which certificate could not issue under that Act until a survey had been effected as provided by sections 27 to 32 of the same Act.

Since the dismissal of that application there has been no proceeding in the Native Land Court with reference to the said land.

With regard to the effect of sections 32 and 33 of "The Native Land Administration Act, 1886," upon Mr. Jones's rights in relation to the Mokau-Mohakatino Block, as conferred by "The Special Powers and Contracts Act, 1885," that question has not been raised before me in any judicial proceeding. The only ways in which it has come before me I will state.

When at New Plymouth in June, 1887, I was waited on at my lodgings in the hotel by Mr. Standish, Mr. Jones's solicitor, accompanied by another solicitor. They stated that they had called upon me to discuss Joshua Jones's business, and to see if anything could be done to help him. I went into the matter with them, and explained that it was no good Jones trying for partition until the land had been surveyed, and that it was no use his trying for any Act of Parliament to help him unless he could get an Act to say that a slice of somebody else's land belonged to him for a term of years. I further put it to them that, in my opinion, Jones was precluded from getting further signatures to his lease by reason of sections 32 and 33 of the Administration Act. Mr. Standish had previously expressed to me his opinion that the clause in the Special Powers and Contracts Act of 1885 prevented clauses 32 and 33 applying to Mr. Jones. Mr. Standish explained why Mr. Jones had not applied for certificate under sections 24 and 25 of the Administration Act of 1886. The other solicitor present, as I understood, agreed with me, and as I understood further we converted Mr. Standish to my view, but there we left it.

The next thing that happened was the receipt by me of two telegrams from Wetere, and my replies thereto as follows:—

"Chief Judge Macdonald, the Club, Napier.

"1st July, 1887.

"THE people wish to sign Mr. Jones's lease at Mokau. Do you inform me what effect would such a course have in law in order that I may know.

"WETERE TE RERENGA."

"Wetere te Rerenga, Waitara.

"REGRET I did not get your wire sooner, being away. If you still desire answer to your question say so, and I will wire you again.

"J. E. MACDONALD."

"Chief Judge Macdonald, Club, Napier.

"Napier, 1st July, 1887.

"REPLY to that telegram, as the people who are to sign are waiting for Jones's lease."

"Wetere te Rerenga, Waitara.

"SIGNATURES to Jones's lease after first day of January last would be illegal.

"J. E. MACDONALD."

With regard to the case of the Mangoira and Mangapapa Blocks referred to in petition, Messrs. Bayley and others, of November, 1887, there is no analogy between those and Mokau-Mohakatino. The proceedings in relation to Mangoira and Mangapapa were simply applications for certificates under sections 24 and 25 of "The Native Land Administration Act, 1886."

In reference to the telegram to Wetere marked (4), and to the opinion therein expressed, I may say that afterwards Sir Frederick Whitaker expressed to me his opinion that section 32 of the Administration Act did not apply to Mr. Jones in relation to Mokau, and I informed Mr. Jones thereof. I subsequently received a letter or telegram from Mr. Jones, asking me to inform the Natives of my alleged mistake. I thereafter informed Wetere of the contrary opinion expressed by the Attorney-General, and told Wetere he must act upon which opinion he liked best.

WEDNESDAY, 18TH JULY, 1888.

JOHN ALEXANDER WILSON, having been duly sworn, gave evidence before the Commission as follows:—

I am Judge of the Native Land Court, also Trust Commissioner under the Native Land Frauds Prevention Act. In both of these capacities matters for my decision relating to the Mokau-Mohakatino No. 1 Block have come before me. The first application was made to me as Trust Commissioner on the 24th February, 1887, or thereabouts. An instrument was presented to me, purporting to be a lease from Wetere te Rerenga and others to Joshua Jones of part of the said block, and I was asked to give my certificate as Commissioner upon the said lease. Mr. Joshua Jones and Mr. Standish, as his solicitor, came before me at the Native Land Court, New Plymouth, accompanied by Wetere te Rerenga and another Native named Pumipi Kauparara, and produced the deed, and asked me to deal with it then and there. I declined, on the ground that the deed should have been forwarded to me in the regular course, through the Native Land Court Registrar at Wanganui.

The practice in such cases is for the Registrar to receive the instrument, collect the fees, and forward the instrument to the Commissioner with a list of the owners of the land, which he would take from the records in his office. It would be necessary for the Commissioner to ascertain the ownership before dealing with the title. Both Mr. Jones and Mr. Standish pressed me to take the evidence of the two Natives, because they had come from a distance, and it would be inconvenient for them to come again. I consented, on the express stipulation that it should be without prejudice to any decision which I might find it necessary to give. The evidence was taken accordingly, and interpreted by Mr. Thompson, who is a licensed Native interpreter, and who was in attendance upon the Court. The evidence was taken in writing by myself; I have a perfect