below everything, were some words in Maori and the name "Wetere te Rerenga." They put that to me as the signature of the deed by Wetere. I sent to the interpreter to see what the words were, and he explained them to be, "I consent to my people signing this if they like." They claimed that as good for a signature to the deed. But against that it was alleged that Wetere was not an owner at all. I telegraphed to Auckland to see whether he was an owner, and a reply came back that he was not. They then set up that Wetere was a trustee for an infant who was an owner. But it was clear that Wetere could not be a trustee before the land was through the Court.

121. Mare Kura being the only owner, it is an inference that the name was there when before you?—Yes; but they agreed that Stockman was entitled. The question was, who was entitled under him, Owen or Stockman.

MONDAY, 19TH DECEMBER, 1887.—(Mr. Skerrett appeared for the petitioner.)

Mr. JOHN EDWIN MACDONALD further examined.

Mr. Macdonald: I do not propose to make any further reference to clauses 10 and 11 of the petition—the two clauses personal to myself—having spoken of them already. The whole proceedings arise out of clauses 24 and 25 of "The Native Land Administration Act, 1886." The object of those two sections was that persons who had inchoate transactions at the time the Bill was before the House should be allowed a limited period of time to complete those transactions, provided that they took the steps prescribed by the clauses, and ultimately secured the certificate of a Judge of the Native Land Court in respect of the transaction. They had to obtain two certificates, one under section 24 and another under section 25. The person obtaining a certificate under section 25—provided, of course, that the Judge who awarded it could lawfully award it under the circumstances of the case—the certificate would authorise the person to whom it was given to get completed a lease or conveyance—according to his transaction; but the certificate gave no one an estate, and took no estate away from any one by any possibility. The sole effect was for a limited period of time to allow the grantee of the certificate to get further signatures to his inchoate transaction without incurring the penalties prescribed by the Native Land Administration Act. I may point out the difference between the two clauses—the clause which relates to conveyances, and the clause which relates to leases. A certificate under clause 25, authorising signatures to a conveyance, could only be given where the inchoate transaction was a conveyance signed by some of the owners; but it must be a deed of conveyance—an agreement for a conveyance would not be sufficient. On the other hand, as to leases, section 25, in addition to enabling a certificate to be given in respect of an inchoate lease, expressly authorises the Judge to give a certificate on a writing purporting to be or "agreeing to grant a lease." I shall endeavour to explain to the Committee the state of the law at the time Stockman's, Owen's, and Walker's applications came before me. Walker's and Stockman's applications were in respect of land which they called "Mangapapa." Owen's application was for a large area of 10,000 acres, and which was described as including Mangapapa. The first proceeding before myself was an application made by Walker that any certificate which I might find Stockman entitled to should be made out in favour of Walker, because of a document which was produced to me by his solicitor, Mr. James Russell. That document professed to be an agreement by Stockman with Walker to the effect that when Stockman obtained a lease of Mangapapa Block he would transfer that lease to Walker. That application I refused to comply with, because it was manifest on the face of the document that Stockman could not be required to do anything under it until he had obtained the lease. The next step in the proceedings was when Mr. Walker and Mr. Owen, represented by Mr. Standish, and Mr. Richmond for the coal company, appeared before me in support of their respective applications. Mr. Richmond said the coal company had no application in, but he appeared to support a claim on the part of the coal company similar to that set up by Walker—that is to say, he set up that Stockman had agreed with the coal company that anything he got should be transferred to the company, and Walker stated that Stockman had agreed to give the benefit of his contract to him. I appointed a time and place for all the parties to attend me, and they did so. On that occasion Mr. Owen's claim under his contract was gone into first of all. Mr. Owen produced an engrossment of a deed. The Committee will understand that I am now speaking of Owen's claim in respect of his own contract, as distinguished from his claim under Stockman's contract. We first went into Owen's claim on his contract in respect of the 10,000 acres. In support of that the engrossment of the deed was produced. It was in every respect an elaborate lease, but with this material defect: that it was not signed by a single person. At the foot of the deed was a memorandum in the Maori language, signed by Wetere te Rerenga. We secured the services of an interpreter to tell us what the memorandum was, and it turned out to be a memorandum that he, Wetere, consented to his people signing the lease if they liked. Considerable trouble was taken by Mr. Owen and by myself, in the first place, to ascertain whether Wetere was an owner in the block or not. We discovered, and we were all satisfied, that he was not. Thereupon I rejected Mr. Owen's claim in respect of his application. We then proceeded to investigate Stockman's claim on his contract. Stockman's contract with the Natives was before me in evidence, and also the agreement between Stockman and Walker. So far as Stockman's agreement was concerned, there was no question as to the form of it. It was an agreement by the Natives that they would make a lease to Stockman at some future time, when they could lawfully do so. The weak point in Stockman's case was this: that his agreement with the Natives, whilst it was long anterior to any negotiations by the Natives with the coal company, or with Mr. Owen, or any one else, had had the misfortune to have been signed before the land had passed through the Court. In that respect it was on all-fours with one other case that had been before me at Napier some time before, and which had been very carefully considered. It was then argued before me that the document did not profess to deal with the land, but was merely a personal promise or undertaking from the