

not consider those rights such as to base an application upon. At the time Boswell took this agreement over nothing was known of Mr. Walker. Finding that applications had been made for certificates under the 24th and 25th clauses of "The Native Land Administration Act, 1886," I addressed this letter to the Chief Judge, dated the 11th June, 1887. [Letter read.] I received verbal intimation from the Chief Judge that he would like to have a copy of the letter, with a wide margin, which he would send back with his own annotations. He did so, and they appear on the letter. There are only one or two of these annotations to which I wish to refer particularly. The reason why I call attention to these annotations of the Chief Judge, with regard to Mr. Stockman's claims or interests, is to show that those very claims, which were treated as nugatory when referred to by me, were afterwards elevated into a source of title for Mr. Walker. On the 15th of June the Chief Judge issued his certificates. The applications by Mr. Stockman and Mr. Walker were before him for some time previous. I have copies of the only applications that I am aware of which were made from copies under the hand of the Chief Judge. I have no doubt he will admit them to be correct. I have copies of two applications furnished by the Chief Judge in reply to a letter from Mr. Owen, who has a similar complaint to our own to make. [Read applications of Mr. Stockman and Mr. Walker.] These two certificates [read and produced] were issued upon those applications—one under section 24 and the other under section 25 of the Act. I maintain that the allegation in the certificate issued under section 24, that there has been a *bona fide* lease or agreement for a lease, is not reconcilable with the remarks made by the Chief Judge with regard to Mr. Stockman's claim, when commenting upon my letter asking for protection for the company's rights.

MEMORANDUM by Mr. RICHMOND.

Certificate under Section 24, "Native Land Administration Act, 1886."

IN order that a certificate under section 24 of "The Native Land Administration Act, 1886," may be legally granted, the applicant must show that he had, before the said Act came into operation, purchased or leased the share or interest of some out of several owners of land the title whereto was not at the time of such purchase or lease subject to any restriction precluding such purchase or lease. But all purchases or leases of land the title to which had not been ascertained by the Native Land Court were precluded by "The Native Land Act, 1873;" and the title to the Mangapapa Block was not ascertained until some time in the year 1886. Therefore, no certificate under this section could have been legally granted upon any document dated before the year 1886. Again, during the whole of 1886 and up to the 1st January, 1887, the date at which the Native Land Administration Act came into operation, Mr. Bryce's Act of 1884, absolutely forbidding all land transactions in the district described in the schedule to that Act, and including the Mokau District, was in force. Therefore, no lease of any shares of the Mangapapa Block could have been legally obtained during the period which intervened between the date at which the title was ascertained and the date at which the Native Land Administration Act came into operation. It is therefore evident that there has never been a time at which a lease of any share or shares in the Mangapapa Block, such as to satisfy the requirements of section 24 of "The Native Land Administration Act, 1886," could have been obtained by anybody.

To combat the preceding argument it is necessary to contend that section 24 of "The Native Land Administration Act, 1886," had the effect of enabling a Judge of the Native Land Court to declare that any dealing with some of the supposed owners of or claimants to Native land the title to which had not at the date of such dealing been ascertained was a *bona fide* sale or lease of the shares of those owners or claimants, if after the title was ascertained they were declared to be part owners. This would have enabled any old agreement, even if dated before the establishment of the colony, to be erected into a valid conveyance or lease. Such an interpretation of section 24 is against the whole spirit of the legislation which has taken place with respect to Native land, and is not, by any means, required by the wording of the section. It is therefore quite untenable.

Certificate under Subsection (d) of Section 25, Native Land Administration Act.

Assuming that a certificate could have been and had been legally issued under section 24, the holder of it might, under subsection (d) of section 25, give notice that he was desirous of obtaining a lease of all or some of the owners' (*sic*) who had not already granted him a lease; and, in such case, he might, on obtaining a certificate from a Judge that such Judge was satisfied that he had before the 1st July, 1886, obtained the signature of one or more owner or owners to a writing purporting to be or agreeing to grant a lease of the land, or if the share or interest of the person signing at any time before the 1st July, 1887, but not afterwards, obtain a lease of all or any of such shares or interests for the same term as he held the shares or interests acquired before the coming into operation of the Act.

The meaning of section 25 is very evident. Referring to that part of it which relates to leasing only, if a person has received a certificate under section 24, to the effect that he had obtained a lease before the Act came into operation, a *bona fide* lease of some shares in a block of land, and can afterwards produce to the Judge a writing purporting to be or agreeing to grant a lease of the shares or interests of some of the owners who had not executed the previous lease, the Judge may, on the production of this second writing or document, grant the applicant another certificate, the effect of which will be to enable him to get a valid lease signed before the 1st July, 1887, by all or some of the owners who signed the second document, upon which this second certificate is based.

The writing purporting to be or agreeing to grant a lease mentioned in subsection (d) of section 25 must obviously be quite a different document from the lease of the shares of some of the owners, upon which a certificate had been given under section 24, and must be signed by different Natives—*i.e.*, by some of the owners who had not already leased their shares by the document produced under section 24. It is obvious, therefore, that the same document could not by any possibility be made legally to do duty for the purposes of both sections, as the second document to be produced