

163. Might it not lead to difficulties afterwards to issue a certificate the legality of which was doubtful if it was proved to be wrong?—That was my impression.

164. Did not the Native Land Court Act give you power to refer doubtful cases to the Supreme Court Judges?—Yes; both sections 24 and 25 contemplated giving certificates in respect of transactions which were invalid. I have stated so in my written statement. With the exception of land which was held under Crown-grant or land-transfer certificate, no application could be made under sections 24 or 25 in respect of any transaction which was not of necessity invalid; and, as there can be no degrees of invalidity, Stockman's agreement could be no more invalid than any lease.

165. Did it not occur to you that the Act required that it should be an agreement, and not an agreement to lease?—Yes, clearly so under section 24; but section 25 is equally clear the other way.

166. Does not section 25 require that something should be done under section 24 before it became operative?—The certificate should issue under section 24. A certificate must of necessity be issued under section 24 before persons are entitled to apply even for a certificate under section 25.

167. Stockman's agreement would not come under section 24?—No; if considered apart from section 25.

168. Might not section 25 operate?—By my reading the two sections together, and taking as much of section 24 as would enable me to give effect to section 25.

169. You had doubts in your own mind: does not the Act require that those doubts should be settled by application to the Supreme Court?—I was not the Native Land Court in that case: I was a special functionary.

170. Were you not sitting without the right of appeal?—Yes, I hold so.

171. And were therefore to be particularly careful that the legality of your proceedings was beyond doubt?—Yes.

172. Were all those claims that came before you based on Stockman's agreement?—No; Owen had an application—a separate document.

173. Different in character?—Yes, a different document altogether.

174. Was its validity beyond all doubt?—It was only the engrossment of a deed. It was never signed by any one.

175. Then, was the petitioner's claim, irrespective of Stockman's agreement, valid? I understand the petitioner had some right independently of Stockman's agreement?—He had no right whatever independently of Stockman's agreement.

176. The question put to you by Mr. Richmond seemed to imply that he had a right quite independently of Stockman's claim?—You may ask Mr. Richmond whether he had a right to Manganapa in any shape or form, and I know what his answer will be.

177. *Mr. Carroll.*] In dealing with these applications for a certificate, were you dealing with the only applications before you?—No; there was Owen's separate application. It was the second one.

178. And when you granted the certificate on Stockman's agreement, did you receive notice from the petitioner of any objections he held to the granting of the certificate?—Mr. Richmond was there, not to support objections to the granting of the certificate, but to support his claim to a certificate for one-half of the land. He made no objection to a certificate for the other half going to anybody else.

179. At the time you granted the certificate you said you made no inquiry as to whether the Natives with whom Stockman agreed were the owners of the land?—No; I did not. I accepted that, everybody being satisfied. I did accept it without inquiry.

180. And still you were at the time doubtful as to the legality of the proceedings?—Yes, so far as depended upon Stockman's agreement having been made before the land had passed through the Court, and not upon any other ground.

181. In granting that certificate under Stockman's agreement, did it give them any undue advantage over others?—It gave them this advantage, not as against Mr. Richmond's clients in particular, but, I may say, against all the world: it enabled them to go and get a lease signed, notwithstanding the 33rd section of the Native Land Administration Act. Whether the lease was any good when it was signed is another matter.

*Mr. Richmond:* I may be permitted to explain that I was aware of those claims, and should have put in a claim to a certificate if I had not felt that the only agreements which Stockman held were not of the nature contemplated by the Act. I never for a moment dreamt that they would be received until within a few days of the granting of the certificates. When I had reason to believe that they would be accepted, then I put in the letter as an appeal for consideration. I believed that what has happened would happen—that an illegal course was to be taken, which would put others into possession of the work of my clients. They had at that time good reason to expect that the Natives would lease to them the land as soon as they had legal power to do so.

*Mr. Ballance* (to Mr. Richmond).] Had you any claim beyond Stockman's agreement; any right to appear before the Court?—No; not before the Court. We had dealings with the Natives of a legal kind, but not such as to give us interest in the land. We had a right to be protected from anybody coming in illegally over our heads.

*Mr. Macdonald* (to Mr. Richmond).] You say that you did not make application under section 24 because you considered that there could be no document giving Stockman a right?—Quite so.

*Mr. Macdonald* (to Mr. Richmond).] Is this not a fact: that you abstained from making application under section 24, because you knew that your clients had no document which would be a good basis for such application?—Certainly. If I had had a document I should have put it in; but I did know, as a matter of fact, that nobody could have a document.

*Mr. Macdonald* (to Mr. Richmond).] You knew that the document dated 20th February, 1885, would not have sustained an application?—Certainly.