

Natives, and with which alone section 25 has relation.

These rights could not have been affected by Stockman, but otherwise a verbal exception from a written agreement would hardly avail.

Mr. Stockman having neither estate or interest in the land could hardly object.

See sections 7 and 8, Native Land Laws Amendment Act, 1883.

This can be urged when Stockman's application is under consideration.

Coal Company of the lower part of the Manga-papa Block, and the company's rights were verbally excepted by Mr. Stockman when signing the agreement with Mr. Walker.

No objection has ever been raised by Mr. Stockman to the company's occupation of the land referred to, or to its negotiations with the Native owners in respect thereof.

The company has no desire to interfere with the applications before the Court, except as regards the portion of land described in the agreement with the Native owners of 20th February, 1885.

I am also in possession of a memorandum, dated the 25th April, 1887, by which Te Huia and others of the principal owners of this land signify their consent to the granting of a lease on terms therein specified to the Mokau Coal Company.

It is only necessary to add that since February, 1885, the company has been steadily prosecuting its mining operations on the land in question without disturbance or interference from anyone, and has punctually paid to the Native owners the royalty specified in the first agreement with them.

Under the circumstances, if it should be within the power of the Court to apportion a certificate, and grant one to the company I represent as the assigns of George Stockman in respect of the piece surrendered to Messrs. Boswell and others, this would be the most satisfactory course for my clients; but if this cannot be arranged I must leave the interests of the company to be protected as the Court may think best.

I have, &c.,

H. R. RICHMOND,
Solicitor for the Mokau Coal
Company (Limited).

His Honor the Chief Judge,
Native Land Court, New Plymouth.

“NATIVE LAND ADMINISTRATION ACT, 1886.”—NOTIFICATION UNDER SECTION 24.

I, GEORGE STOCKMAN, of Tikorangi, Waitara, hereby notify to the Commissioner under the said Act and to the Chief Judge of the Native Land Court of New Zealand respectively, that I claim to have before the first day of January, 1887, purchased or leased the share or interest of some out of several owners of the block of land known as—(1) Mangoira, (2) Mangapapa, (3) Ratapoeki, (4) Manga Awakino.

Particulars.—The title to the land is Native Land Court. The area of the land is unknown acres. No survey. The shares claimed by me are all in number. I claim to have acquired them by promised lease.

Dated this fourteenth day of March, 1887.

If delivered by post one copy to be directed to the Commissioner, Native Land Administration, Wellington, and one to the Chief Judge, Native Land Court, Auckland.

Form A.—Notifications, section 24.]

“NATIVE LAND ADMINISTRATION ACT, 1886.”—NOTICE UNDER SUBSECTION (D), SECTION 25, BY A LESSEE.

I, NEVIL SEPTIMUS WALKER, of Alexandra, sheep-farmer, being the person named in a certificate given to me by John Edwin Macdonald, Esq., a Judge of the Native Land Court of New Zealand bearing date the fifteenth day of June, 1887, and certifying as therein mentioned, do hereby give notice to the Commissioner under the said Act that I am desirous a lease from all or some of the owners (*sic*) of the block of land called or known as Mangapapa, and being the land mentioned in the said certificate.

Dated this fifteenth day of June, 1887.

NEVIL SEPTIMUS WALKER.

Form E.—Notice under subsection (e) section 25.]

SIR,—

New Plymouth, 18th June, 1887.

In reply to your letter (630) of 30th May last, I have the honour to inform you that I have seen the principal owners of the land mentioned in your letter, together with Mr. Richmond, and the Natives express their wish to lease part of the 4,500 acres mentioned in Mr. Richmond's letter to you. Although this considerably reduces the acreage to be let to the Mokau Company's proposed present area, being not more than half, if so much, as that mentioned in aforesaid letter, Mr. Rich-