

stipulation that the agreement should be considered to be of a personal kind. This contract, in so far as it conflicts with the prior agreement to Stockman, ought not to have been made by the company or by the Natives; but if in any respects the contract does not conflict with the agreement, yet has nevertheless been practically set aside and annulled by the lease of Walker, lawfully made under section 25 subsection (*d*), then the remedy stated this Court has no jurisdiction in respect to contracts of a personal character. I have carefully inquired into the charge that the attesting Justice had acted improperly and that he was interested, and I find that there is no foundation for said charge.

Now, as regards notices of objection sent to me against Walker's case, of which there are three, purporting to be signed by Native owners,—

1. Huia's declaration of the 1st July, 1887, is annulled by his declaration of the 16th of the same month.

2. There is nothing to show that Ngakote knew the contents of the objection-paper dated the 6th September, 1887, and forwarded to me as from her.

3. Objections-paper by Kapa te Aira and others, sections 1, 2, and 3. There is no fraud or illegal action if a correct interpretation of the deed was made to the Native owners when they signed it. I am satisfied, by the evidence of the attesting Justice and of Mare Kura, the only owner who appeared before me, that the interpretation was correctly rendered, and that the Native owners understood the provisions of the deed when they signed it.

4. There is no foundation for the objection contained in this section, because the boundaries are plainly set forth in the deed.

5. I consider the objection in this section to be valid. My certificate will not include the names of Tawhana, Tamihana, Korota, Emani te Hau, and Tarake.

6. That the lands have not been surveyed or the interest partitioned is no objection.

7. That Charles Brown, J.P., is interested with Walker, &c., has been disposed of already. In conclusion, I would observe that I am not aware of any law limiting this lease to twenty-one years.

The lease is not for a longer term than the agreement but for a shorter, and the less seems to me to be included in the greater term. I shall certify to the alienation in the deed, excluding, however, Tawhana, Tamihana, Emani te Hau, and Tarake.

17th October, 1887.

J. A. WILSON.

IN the matter of "The Native Lands Frauds Prevention Act, 1881," and in the matter of the decision of JOHN ALEXANDER WILSON, Esquire, a Trust Commissioner under the said Act, upon the application of NEVIL SEPTIMUS WALKER for a certificate under the said Act, in respect of a lease to the applicant of the Mangapapa Block (Mokau), dated the 22nd June, 1887.

NOTICE is hereby given that the Mokau Coal Company (Limited), intends to appeal against the above-mentioned decision, as being erroneous in point of law, upon the following grounds, that is to say:—

1. That the certificate of His Honor Chief Judge Macdonald, dated the fifteenth day of June, 1887, and made, or purporting to be made, under subsection (*d*) of section 25 of "The Native Land Administration Act, 1886," under the authority of which the said Nevil Septimus Walker claims to have obtained the execution of the above-mentioned lease, is uncertain and ambiguous, inasmuch as it is thereby certified that the said Nevil Septimus Walker, or another person therein named, had obtained the signature therein and in the said subsection (*d*) referred to; and it is not thereby certified that the said Nevil Septimus Walker had himself obtained such signature; and that the said certificate is by reason of such uncertainty and ambiguity of no force or effect, and does not bring the said lease within the cases excepted from the general enactment in section 32 of the said Act contained.

2. That supposing the said certificate to be held to be valid and effectual the said lease is not executed in accordance therewith, or with the provisions of the subsection (*d*), but is in contravention of the said provisions in the following respects, viz:—

(a.) That the said certificate, if valid, would only authorise the obtaining a lease of their respective shares or interests from such of the owners of the said Mangapapa Block as had previously to the first day of July, 1886, signed the writing purporting to be or agreeing to grant a lease, upon which the said certificate was founded; but that in fact one only (if any) of the owners of the said block had signed the said writing before the date last aforesaid, whereas eighteen of the said owners have signed the said lease of the twenty-second day of June, 1887, the execution thereof by seventeen of the said owners being consequently illegal.

(b.) That the said lease of the twenty-second day of June, 1887, is not for the same term of years as that for which the said Nevil Septimus Walker holds the shares (if any) acquired by him before the coming into operation of "The Native Land Administration Act, 1886," as required by the said subsection (*d*) of section 25 of the said Act.

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

John Alexander Wilson, Esq.,
Trust Commissioner, Waitara.

IN THE SUPREME COURT OF NEW ZEALAND, NORTHERN DISTRICT.—Between HUGH OWEN and ARTHUR OWEN, Plaintiffs, and NEVIL SEPTIMUS WALKER, Defendant.

Statement of Claim.

THE plaintiffs say,—

1. That in or about the year 1882 they and one George Stockman, of New Plymouth, in the said district, settler, entered into an agreement for the acquisition by them, according to the law