

1888.
NEW ZEALAND.

NATIVE AFFAIRS COMMITTEE

(REPORT OF) ON THE PETITION OF THE MOKAU COAL COMPANY AND ANOTHER (No. 476, SESSION II., 1887), TOGETHER WITH MINUTES OF EVIDENCE AND APPENDIX.

Brought up 1st August, 1888, and ordered to be printed.

REPORT.

PETITIONERS pray that a certain lease to one Nevil Septimus Walker may not be validated, and that N. S. Walker may not be empowered to complete the same, or to obtain the execution of a new lease until full inquiry has been made into the matter.

I am directed to report as follows:—

That the evidence taken in this case be referred to the Government for consideration, in view of the Bills now passing through the Legislature.

1st August, 1888.

WILLIAM KELLY,
Chairman.

MINUTES OF EVIDENCE.

FRIDAY, 1ST JUNE, 1888.

Mr. HENRY ROBERT RICHMOND examined.

1. *The Chairman.*] You can make any statement you wish to the Committee. Your principal reason for appearing before the Committee is contained in the concluding paragraph of the petition: "You, petitioners therefore humbly pray that the said lease to the said Nevil Septimus Walker may not be validated, and that he may not be empowered to complete the same, or to procure the execution of a new lease in the place thereof, until a full inquiry has been made into the premises; and that your honourable Council will grant such further relief as, in its wisdom, it may deem expedient." That is your principal reason?—That is the prayer of the petition. I understand the Bill now proposed, which would at all affect the case, is not yet before you.

2. A Bill now before the House?—Yes; it is a printed Bill. That Bill would enable Mr. Walker to register the lease at once without any inquiry at all.

3. What is the title of it?—"The Native Land Court Act 1866 Amendment Bill." Section 4 of that Bill is as follows: "Deeds, not being conveyances, relating to land held by memorial of ownership or certificate of title issued by the Court may be registered with a Registrar of the Court by delivering to him a true copy of such deed, and submitting the original for comparison. It shall thereon be a duty of the Registrar to minute the contents of such deed, as provided for in relation to conveyances." There is a provision for investigating the circumstances in a preceding section—section 3—with regard to conveyances, but there is no such provision in regard to leases so far as I have been able to see.

4. You will take each paragraph of the petition and let us hear what you have to say upon them?—With regard to the second paragraph of the petition, George Stockman has been occupied in dealing with the Natives for about twelve or thirteen years, I think—ever since the Mokau District was opened. He obtained from Heremaia, a well-known Native chief, permission to mine for coal on all the north part of the Mokau District. He afterwards obtained from some Natives, whose claims are properly on the south bank, a written agreement purporting to give him the right for ninety-nine years to mine for coal—remove all minerals and timber from all lands which they might possess or might become entitled to north of the Mokau River. I have here a copy of the agreement upon which the Judge's certificate was founded. [Agreement between Stockman and the Natives, dated 27th December, 1881, handed in and read.]

5. Is that the original lease?—This is the agreement upon which the two certificates were granted.

6. Is that a copy or is it the original?—It is a copy of the agreement.

7. Have you the original agreement?—I have not. I understood you to say you would endeavour to get it. I do not know where it is now. I wish to call attention to the position of the signatures. The signature "Mare Kura" appears above the word "signatures," and then the other names follow.

8. Had you ever the original document in your possession?—No; that copy was made at the Native Land Court.

9. Had you ever the original document in your possession?—I never had it in my own possession.

10. How do you say you got a copy?—It was applied for by the Trust Commissioner, and a copy was made by my own clerk, but not authenticated by the Court in any way.

11. In the second clause of the petition you say that these documents were of no “legal value or effect”?—Yes; but afterwards they were raised into value by the certificate. That is the basis of Walker’s title. Mr. Stockman obtained money in all directions to carry on his mining projects, and spent it. In the beginning of the year 1885, as stated in the petition, he opened a coal-mine on his own account, and very soon got into debt to a number of persons, and, amongst others, to those mentioned in the petition—Messrs. Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour. He owed these men about £70. He could not pay them, and he agreed to let them mine on their own account on another part of the block. The place had been prospected before, but had been given up as not being so good as Stockman’s own mine.

12. He agreed to let them have a portion of the block for £70?—Yes. That was in the beginning of 1885. I had nothing whatever to do with the coal-mine at the time. I was employed as solicitor to Boswell and party. In accordance with instructions from Boswell, I prepared an agreement for the purchase of coal. I may state that “The Native Lands Alienation Restriction Act, 1884,” known as Mr. Bryce’s Act, absolutely prohibiting all dealings with the land in that district, was in force at the period I speak of. I had to advise Boswell that he could get no title to the land under those circumstances, but that it would be lawful to enter into an agreement with the Natives for the purchase of coal severed from the land—to purchase coal delivered at the river-bank—and that an arrangement could also be made for Boswell to mine it as agent for the Natives. An agreement was accordingly drawn. I produce the original, dated the 20th February, 1885. I wish it to be clearly understood that it is produced not as asserting a claim to land in any way, but to show that whatever claims Mr. Stockman had he had ceded to the company. Almost immediately after this agreement was prepared Mr. George Stockman came to my office and asked me to prepare a similar agreement for him, between him and the same Natives, as regards the other part of the block—the inland part; the block is divided approximately into two halves by the Mangakawhia Creek, upon which his own mine is situated. I did so. The agreement is nearly word for word the same as the other agreement. When it left my office the words “schedule as above referred to” were upon it, but no schedule was inserted as to what the land affected was. I understood it was the inland part of the block. It came back to me with a sketch-plan upon it showing the Mangakawhia Creek as the seaward boundary. I had no draft of the deed, but by good fortune I became possessed of this copy, which was prepared in the office of Mr. Corkill, the Official Assignee. It had been lodged by another client in my office a long time since. I presented it to Mr. Corkill, and he informed me that it was a true copy of the agreement lodged with him by Mr. Stockman himself—that it was correct in every respect except that the words “south boundary,” “west boundary,” “east boundary” had been added to the sketch-plan since it left his office. An assignment indorsed on this copy agreement is signed by George Stockman himself. I put it in as evidence. The plan shows which part Mr. Stockman then claimed. I may state that this deed was prepared after the deed of the 20th February, although it is dated the 19th February.

13. Are the names those of the same Natives?—I think they are the same set of Natives.

14. Are the signatures the same to both deeds?—A good many of them are the same. Both of them include the principal owners.

15. Where is the original of this deed?—It is in Mr. Stockman’s possession. At that time I had, and have still, I may say, some pecuniary claim upon Stockman. I produce this letter from him, dated the 27th May, 1876, as proof of his being a consenting party to the deed—as having waived his claim to the seaward part of the Mangapapa Block. [Letter read and handed in.] Shortly after the date of this agreement, the Mokau Coal Company was incorporated to work Boswell’s mine, and the agreement was assigned to the company. The assignment is lodged in the Joint Stock Company’s Office in New Plymouth, and I am unable to produce it; but I state that from my own knowledge. The company has been working this mine in a small way ever since, with the full knowledge of the Colonial Government. Mr. Ballance is well aware of it, and has once or twice promised me assistance to obtain the lease. It has been worked from 1885. I merely mention this to show that we were not looked upon by the late Government as intruders in the district, and that we were recognised as working there legitimately. The late Government expended two sums of money in clearing the river, our company being the only traders on the river.

16. You state in the petition “That up to the 22nd day of June last, the date of the execution of a certain lease of the whole of the said Mangapapa Block to one Nevil Septimus Walker, your petitioners had every prospect of obtaining a lease on favourable terms of part of the said block.” What year was that?—The 22nd June, 1887.

17. You state that the deed is dated the 22nd June, 1887?—Yes.

18. You further state in the petition “That the execution of the said lease to the said Nevil Septimus Walker was obtained by virtue of two certificates issued by His Honour Chief Judge Macdonald, and purporting to be granted under sections 24 and 25 of ‘The Native Land Administration Act, 1886,’ respectively”?—Yes. It may be asked why the company did not apply to Chief Judge Macdonald himself for a certificate. I state, in reply to that, that I advised the petitioners that nobody had any document at that time which would support a certificate under those clauses—neither the company nor Mr. Stockman. I heard that Mr. Stockman was applying to Chief Judge Macdonald, but I took no notice of it, knowing that there could not, from the nature of things, be a document in existence which would support a certificate under those clauses.

19. The coal company made no application?—No; we made no application. Although we claimed to have any rights that Stockman had, as regards the seaward half of the block, we did

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

has necessarily to relate to the shares of, and to be signed by, owners who did not sign the first.

And, again, the lease, which can be legally obtained by virtue of a certificate under section 25, must be limited to the shares of those owners who did not sign the lease produced for the purposes of section 24, and who did sign the writing or agreement produced for the purposes of section 25. Nevertheless, in the present case, the singular agreement of the 27th December, 1881, between certain Natives and George Stockman, has been made mutually to serve contradictory duties, as shown by the certificates produced: first, as a lease of some shares of the Mangapapa Block to Messrs. Stockman and Walker; and, secondly, as an agreement by some of the owners, who have not signed a lease to let their shares to N. S. Walker, or to G. Stockman, through whom he claims.

And, finally, a lease has been certified to by Judge Wilson, as Trust Commissioner, which, assuming both Judge Macdonald's certificates to have been legal, could not have been legally executed by any single owner of a share in the Mangapapa Block.

TUESDAY, 5TH JUNE, 1888.

Mr. HENRY ROBERT RICHMOND'S examination continued.

20. *The Chairman.*] Will you continue your evidence?—Shortly after these certificates were granted, and before the lease to Nevil Walker was signed, I saw Wetere Te Rerenga—a Mokau chief—with three or four of the principal owners of the Mangapapa Block, in New Plymouth. Shortly before this the Hon. Mr. Ballance had written to Mr. Wilfred Rennell, at New Plymouth, asking him to ascertain what Natives wished about leasing Mangapapa. I therefore asked Wetere to go with me with those owners to Mr. Rennell and state what they really did mean. Wetere, the spokesman, made a statement to Mr. Rennell, which is embodied in this letter to the Native Minister, which I now produce, dated New Plymouth, 18th June, 1887. That is four days before the lease to Nevil Walker is dated. Before Wetere and those Natives left New Plymouth for Mokaū he passed my office door, and I asked him to be faithful—to keep faith with the company. Wetere said to me, “Have you got the lease ready?” I said, “No; the law won't allow me to take a lease at present.” Immediately after that they went to Mokaū, and were persuaded to sign this other lease, under the certificates granted by the Chief Judge. They were persuaded to grant a lease of the whole block to Nevil Walker, under the certificates granted to him by the Chief Judge. I heard that the deed had been signed and lodged with the Trust Commissioner for his certificate. It was first lodged with Mr. Rawson, who is the Resident Magistrate and Trust Commissioner. I prepared objections and lodged them with Mr. Rawson. I soon afterwards heard the application had been removed from Mr. Rawson's office, and the next I heard of it was that it was to be heard by Judge Wilson, a Judge of the Native Land Court. I produce a copy of the objections which I lodged. After argument, a written decision was given by Judge Wilson, as Trust Commissioner. I produce a declaration by Te Huia, dated 1st July, 1887, which was lodged with the objections.

21. There is no date to this document (the notice of objections)?—There is no date attached to it, but its validity would be shown by the date on which it was filed. I also produce a statement by the Mokau Natives, dated July, 1887—some of the owners of the Mangapapa Block. I do not place any great reliance upon this document; I put it in for what it is worth. The following is an extract from a letter from myself to Judge Wilson, as Trust Commissioner, in further support and explanation of my argument in the objections lodged. (Reads extract.) After argument before the Trust Commissioner he gave his written judgment. (Document read and handed in.) The only document produced on the requisition of Judge Wilson, in support of both the certificates granted to Mr. Walker, under “The Native Land Administration Act, 1886,” was the agreement of the 27th December, 1881, made before the title to the land was ascertained by the Native Land Court. I read this to show that Judge Wilson took not the slightest notice of my legal argument, whether right or not. I wish you to observe, in regard to that judgment, that it entirely ignores the argument; it does not attempt to answer it. And more especially I wish to observe with regard to the way in which Te Huia's declaration is set aside—that no inquiry was instituted by the Trust Commissioner to ascertain which of the declarations by Te Huia was true. Te Huia volunteered the statement to me, without any solicitation whatever, that he did not understand the contents of the deed, and asked me whether I would not put it down in writing. I therefore drew out that declaration, which he signed before Mr. Thomas King. He was perfectly sober when he signed it. I think the character of Mr. King is a guarantee that he would not see a declaration signed by a drunken witness. I wish to explain to the Committee why I did not attempt, or go far, at any rate, in attempting, to get redress in the Supreme Court. I did lodge a notice of appeal against this decision of Judge Wilson's as Trust Commissioner. I put in the notice of appeal and forwarded it, as far as I could, to every Native concerned; but there was grave doubt whether we had any status in the Supreme Court at all. There was doubt whether, under the Native Lands Frauds Prevention Act, any person can be said to be aggrieved who had not a claim or title to the land or to an interest in the land. Our grievance was not that we had a claim to an interest in the land which had been overridden, but that an unfair advantage had been given to others who had also no claim, and who were less entitled to consideration than ourselves. The clause of the Native Lands Frauds Prevention Act uses the words, “Any person aggrieved may object,” and the regulations under it apparently restrict this operation so far as they can do so. The definition is that a person aggrieved must be a person claiming an interest in land. Under these circumstances the risk and the expenses of an action in the Supreme Court, whatever the equity of our case might be, would be more than we could stand, and we did not prosecute the appeal, believing that we should be able to get justice elsewhere.

22. *Mr. Hutchison.*] Did the Native owners of this land complain of what has happened?—They are somewhat indifferent; they got well paid for what they did; but I believe they are willing to do justice now if they are not got into the grog-shop. I cannot fight this battle in the publichouse, and will not try.

23. This land has been through the Court, has it not?—It is now. It finally passed through the Court in September, 1886.

24. What is the date of the agreement under which you claim?—We do not claim under any agreement.

25. What is the basis of your claim?—We are objecting to the favour given to others who had no legal claim.

26. On what do you claim a right?—We base our right to consideration from the fact that, under a personal agreement with the Natives, we were in occupation and had been mining for some years.

27. Is that an agreement of which you could have obtained specific performance in the Supreme Court?—I think so. So far as Mr. Stockman is concerned he had no rights at all under the agreement which has been put in, dated long before the land was passed through the Court. This agreement has been elevated into a sort of title to Mr. Walker.

28. That may be wrong; I am trying to find out the basis of your claim?—Our claim is merely to have Walker's lease set aside and fair play given.

29. When you come asking the Committee to interfere, we should know what basis of right you have; whether it is an equitable or legal position. Is it a legal position?—No.

30. Is it an equitable position?—I think so. It is a claim for fair consideration under the circumstances.

31. Based on what?—Based partly upon the same document upon which Mr. Walker got his certificate, because we are assignees of Stockman so far as one part of the block is concerned. It is based on actual occupation, the paying of the Natives—working under a separate agreement with them with Stockman's consent.

32. But the root of this claim is prior to the land passing through the Native Land Court?—Yes.

33. You had no title?—I do not think so.

34. You simply want to put aside some other title that the Court has favoured others with?—That is so.

35. *Mr. Carroll.*] Was the document upon which the Court granted the certificate to Mr. Walker the document that was given before the land came before the Court?—That was the only document produced when the Trust Commissioner called for the production of the document upon which the certificate was founded. The proceedings before the Chief Judge were, to a certain extent, private; I do not know what documents were produced to him.

36. *The Chairman.*] Who were the certificates issued to?—The first was to Stockman and Walker together, and the second was to Stockman or Walker, through whom he claimed; one is in the alternative.

37. *Mr. Carroll.*] You can only speak with regard to the one before the Chief Commissioner?—Yes.

38. You believe that was the one that went before the Chief Judge?—If there was any other it must have been executed at a time when it was illegal to execute it.

39. You say in your petition that it was an agreement to lease for ninety-nine years.—Yes.

40. Are you certain of that?—Yes; to allow him to dig and mine for minerals, and to remove timber. It amounted to a lease for ninety-nine years.

41. The ninety-nine years appeared in the document when it went before the Commissioner?—Yes.

42. When was that term altered?—The original term was a much shorter term; I think fifty-two years. The erasure appears on the copy.

43. Can you say whether any alteration was made in the terms in the document when it appeared before the Trust Commissioner?—No; I do not know with regard to that. I propose to bring forward Mr. Jones to prove that Mare Kura was the only owner of Mangapapa Block who signed the document at all; her name was inserted long after the other signatures.

44. Was her name affixed when the land passed through the Court, or before?—I think it was in the year 1887.

45. You have stated in your petition that her name was affixed to the document quite recently, for the purpose of satisfying the Commissioner?—I wish to point out that, supposing her name was there rightly, she was the only person who could legally sign a new lease. The whole action is illegal—completely and grossly illegal.

46. *Mr. Taipua.*] Were the terms of your lease similar to those of the lease to Walker?—No; we had not a lease of land; we had only an agreement to take coal and buy coal.

47. Was it in Walker's lease that a provision was inserted that the Natives were to take the coal?—No; Stockman had an agreement for one-half of the block, and we had an agreement for the other half; Walker's lease was afterwards.

48. And after the land had passed through the Court, was a certificate given legalising Walker's lease?—A certificate was given which enabled him to get the Natives to sign a lease; nobody else could apply.

49. *Mr. Parata.*] Was Stockman one of the owners of that land according to Native custom?—No.

50. Who was he an agent for? Was he an agent for the company?—No; he was working for himself, trying to get a claim on the land for himself. He got the agreement which has been put in evidence in December, 1881.

51. Then he was interested in two agreements made about this land, was he not?—Yes; he was interested in the agreement of 1881, and the agreement which I drew for him at the same time as I drew the one for the Mokau Coal Company.

52. How is it you did not bring down any Natives interested in this land to give evidence in support of your petition?—I considered the case strong enough without. It is a very costly thing

to bring Natives down here. We asked that a Commissioner should be appointed to inquire on the ground from all the Natives.

53. Had the land passed the Court prior to the agreement made in favour of Stockman?—No. The Natives are very much influenced by their chief, and the chief Wetere, who was our friend for a time, and to whom we paid money in the hope of getting us a lease, has used his influence against us latterly. He is a shareholder in the Mokau Coal Company himself. Some of the Natives are faithful to us.

54. Did any of the Natives object to the granting of the certificate in Walker's favour?—I put in the objections of some of them: that is all I can say.

55. How many did object?—I think there were six.

56. How many owners are there in the block?—There are twenty-two: four are absentees, and five are infants.

57. *Mr. Taipua.*] Are you aware that Mr. Walker acted as an agent for some company in Auckland for the purchase of land?—I am aware that Mr. James Russell and Mr. Morrin, of Auckland, were connected with him in respect of this matter.

58. *Mr. Taiwhanga.*] How many Natives are in your favour?—I could not tell you. I believe there are four or five, and others would follow them. They are very much influenced by their leaders.

59. *Mr. Taipua.*] Do you know if those Europeans were associated with Mr. Whitaker in this land?—I have no reason to think so. The Chief Judge stated before the Committee of the Upper House that he was in telegraphic communication with Mr. James Russell about this case, and he informed him, by telegram: "Have granted certificate to Walker; very doubtful as to its legality," or words to that effect.

60. *The Chairman.*] Have you given notice to any of the Natives, to Mr. Stockman, Mr. Walker, Mr. Russell, or Mr. Morrin, that you were going on with this petition?—No; I have not given any notice one way or the other. They knew it was on last year, when it was not heard by the Lower House.

61. Do you think it would be necessary for us to have some evidence from these people before we could arrive at a decision?—What I am asking for is that no measures may be taken to confirm this lease, and also that a Commissioner may be appointed to inquire into the real truth of the case on the spot. I do not think there is anything unjust to anybody in that.

62. But supposing this lease was not confirmed, and the last prayer of your petition granted by this Committee, how would that benefit you or your company in any way?—It would only leave it open to us to obtain a lease from the Natives. We should have no special protection, certainly. What we should prefer, if it can be granted, is that a Commissioner should be appointed, with power to do what he thinks just to all concerned.

63. It appears from the petition that you think something illegal has been done by the Chief Judge?—Yes; I think he admits it himself. It would put us in an unfair position. It requires remedying. It is the act of a Government officer, and it requires interference to put us back in as favourable a position as before.

64. You gave notice of appeal to the Supreme Court?—Yes, but I withdrew it, because I thought it was doubtful whether we had a standing before the Court at all.

65. You did not test the question as to whether you had a standing or not?—No.

66. Did you take any legal opinion beyond your own as to whether you had standing or not?—No.

67. What was your own opinion?—My own opinion was that the probability is that we would fail simply on the ground that we had no claim to land—that we had no estate or interest in the land.

68. Stockman's interest was in the land as well as in the coal?—Yes. We contend that we had Stockman's interest as regards the block.

69. *Mr. Taiwhanga.*] Is Te Rerenga in your favour?—He was a few days before the lease was signed. He offered to get the lease signed two or three days before.

Mr. JOSHUA JONES examined.

70. *Mr. Richmond.*] Will you state what you know with regard to this agreement of the 27th December, 1881. When it first came into your hands—the agreement between Stockman and the Natives, upon which the certificates are based?—It is not complete; there should be a plan on this agreement.

71. *Mr. Monk.*] Do you recognise the agreement without the plan?—Yes; it is deficient of the plan. It is a copy *minus* the plan and some writing.

72. *Mr. Richmond.*] Do you notice any erasures in this copy?—There is an erasure altering the term from forty-two to ninety-nine years.

73. Do you remember if that was on the original?—That was not upon the original in March, 1882.

74. Do you see any erasure further on—an alteration from one-fifth to two-fifths? Do you remember if that was on the original agreement?—That erasure was not there in March, 1882.

75. Did you see the agreement afterwards with any erasures upon it?—When I saw the agreement in October last it was in this condition.

76. Will you state what the differences were?—There is a name here which was not in the deed in March, 1882. The name of Mare Kura has been put in.

77. What position was that signature as regards the other signatures when you last saw the deed, and as regards the word "signatures"?—This deed is not exactly as the original. Upon the original the word "signatures" was in pencil, whereas here it is in ink. The name Mare Kura is put in over the word "signatures," and not below, where it should be,

78. What was the appearance of the writing of Mare Kura ; did it appear fresh or old when you saw it?—The writing was undoubtedly fresh done.

79. How did you know it was fresh done?—If you get the original deed I will show it. My attention was drawn to it and I saw it in a moment.

80. Do you mean by the appearance of the ink?—Yes.

81. Was this signature specially attested?—Yes ; it was specially and separately attested, and made to appear as if it was done at the time the deed was drawn.

82. Do you mean there was no separate date?—No, there was not.

83. Who was the attesting witness?—It does not purport to be attested by a Justice of the Peace.

84. Are there any other signatures of owners of land in the Mangapapa Block except Mare Kura?—I think not ; in fact, I know there are not.

85. Have you any other evidence to give in regard to that document?—I spoke to the man who put this name there improperly—George Stockman. Immediately I saw this name put on I spoke to him about it.

86. Did he admit or deny that it had been put on : what did he say?—I said to him that he would get into trouble for putting the name of Mare Kura upon the deed. It is known as “ Gillies’ deed ” in Mokau.

87. *The Chairman.*] How did it get that name?—His name was written on the original agreement.

88. *Mr. Hutchison.*] Who is Gillies?—He was manager of the National Bank in New Plymouth.

89. *Mr. Richmond.*] When you told Stockman that he would get into trouble, what was his reply?—He said Major Brown told him to do it.

90. *Mr. Carroll.*] What was Major Brown?—He was the attesting witness of Mare Kura.

91. *The Chairman.*] Did Stockman tell you that the signature was not put there in his presence?—He told me he put it there.

92. What did he say?—He said Major Brown and Nevil Walker were present when it was done, and also that Mare Kura was present.

93. *Mr. Taipua.*] Did Mare Kura sign the name herself?—Stockman signed Mare Kura and her husband attested the signature.

94. *Mr. Hutchison.*] What date was that?—It was October last, at the Land Court in Waitara.

95. *The Chairman.*] When Mare Kura’s signature was attached, Stockman, Brown, and Mare Kura were present?—Yes.

96. And Mare Kura’s husband?—Yes.

97. What was his name?—Heremaia, an adult male. Walker was also present.

98. *Mr. Richmond.*] Have you any correspondence in your possession with regard to Stockman’s action in the matter?—I have some letters of Mr. Stockman in my possession.

99. Would you produce them?—Yes ; I do not object.

100. *The Chairman.*] Have they a bearing on this question ; we do not want them unless they have a direct bearing on the subject now before the Committee?—I have only been examined as to the lease and the agreement. Here is a letter [produced] dated the 10th June, 1887, the purport of which is that Mr. Stockman was working with Mr. Owen and Mr. Richmond, and that he would have nothing whatever to do with Walker. It is a letter from Stockman, and Owen, and Te Rerenga, and is in Stockman’s handwriting.

101. *Mr. Parata.*] What relation is Stockman to Te Rerenga?—None whatever.

102. *Mr. Taipua.*] When Mare Kura’s name was placed on the deed did she make her mark to her signature?—To the best of my recollection the word Mare Kura was written in pencil and ink put on the top of it. There is no mark to Mare Kura’s name.

103. Do you think the Natives were aware that the terms of the lease had been extended to ninety-nine years?—Not a bit of it. There are seven other names to that agreement besides Mare Kura’s, and not one of them are owners. They were put there in 1881, and the land did not go through the Court until 1886, and then Mare Kura proved to be an owner.

104. *Mr. Monk.*] Had you the impression that there was a similarity between the signature in pencil and the inking of it afterwards? Do you think it was done by the same person?—The inking followed the pencilling.

105. *Mr. Parata.*] Can Mare Kura read or write?—She is no scholar. She is not above the average Maori as to scholarship. I think she can read Maori.

106. If she could read and write Maori, why did Stockman put her name to the agreement?—I cannot tell you.

107. *Mr. Monk.*] Do you know of any document with her signature to it? Have you seen her signature at any time?—Her signature is a scrawl.

108. *Mr. Parata.*] Her name was put to the agreement to legalise the agreement?—I could not say. It would legalise the agreement. She is the only owner whose name is to that agreement. The other seven are not owners.

109. *Mr. Hutchison.*] You say you had a conversation with Stockman last year?—Yes.

110. When did you inform Mr. Richmond of it?—The next day, I think.

111. Very soon after?—Almost immediately. Immediately I “ spotted ” the new name I spoke to Mr. Richmond and others about it.

SIR AND GENTLEMEN,—

Wellington, 8th June, 1888.

Referring to the first question put to me in the case of Mr. Richmond’s petition, conveying the effect that Stockman’s agreement dated the 27th December, 1881, was the basis of the certificates issued by Chief Judge Macdonald, I beg to say that I in no way assent to or indorse this

allegation, for the reason that I believe the basis of the application for and issue of the certificates was another agreement altogether, that has not been seen by the Committee. As the Committee could not see its way to allow me to make this amendment to the evidence yesterday, I ask permission to have it placed on record in this form.

The Chairman and members, Native Affairs Committee.

I have, &c.,

JOSHUA JONES.

WEDNESDAY, 6TH June, 1888.

Mr. J. E. MACDONALD, Chief Judge Native Land Court, examined.

Witness made the following statement: I have to give evidence upon the question whether a certificate granted by me under section 25, "Native Land Administration Act, 1886," was rightly granted or not. It may be convenient to first set out the facts involved and then the law applicable to them. As to the facts: An agreement, dated in 1881, was signed by certain Natives, who thereby promised to make a mining lease to George Stockman of an area of land very generally described, but admittedly including "Mangapapa," such lease to be made "when and so soon as the making might become lawful;" this stipulation being inserted, no doubt, because the ownership of the land had not then been determined by the Native Land Court. The petition of Mr. Richmond alleges that the agreement promised a lease for a term in excess of twenty-one years, and I accept that it was so. His interest, real or imaginary, under that agreement Stockman is alleged to have dealt with so as to give various persons equitable claims upon it, among such persons being the petitioner and those with him—Messrs. Owen, and finally Mr. Walker. Mr. Walker applied in the prescribed form for a certificate under section 24 in respect of Mangapapa, such application being on the face of it founded on rights of his own; but, as it turned out, his claim was based solely on rights, or claim of right, originally Stockman's. The petitioner did not lodge any application under the Act, but contented himself by delivering to me a letter which, after reciting dealings with Stockman relative to Mangapapa, concludes with these words: "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 assign of George Stockman, in respect of the piece [of Mangapapa] surrendered to Boswell and others, this would be the most satisfactory course to my clients." At an appointed time and place all parties interested attended before me in support of their rival claims to certificates in respect of Mangapapa, when, after discussion, I negatived the claims of both Owen and Walker to certificates in their own rights. In support of their claims under Stockman, neither Messrs. Owen or Richmond produced any documents, while Stockman repudiated them. Walker produced Stockman's agreement of 1881, and also an agreement by Stockman that any lease he obtained over Mangapapa should be assigned to Walker. I held that Stockman only was entitled to a certificate, but agreed, on Stockman's request, to make it in favour of Walker instead of Stockman. Now, as to the law applicable in the case: Reference, in the first place, is due to "The Native Land Administration Act, 1886," already mentioned, the pertinent parts being clause 24 and paragraph (d) of clause 25. Clause 24 is to the effect that a Judge, on being satisfied (*inter alia*) that an applicant had before the passing of the Act procured a conveyance or lease of the share or interest of some out of several owners of land, might give to the applicant a certificate to that effect. Clause 25, paragraph (d), prescribes that a person having obtained a certificate under clause 24, and complied with other stipulations may, on getting a further certificate from a Judge, that "such person had, before the first day of July, one thousand eight hundred and eighty-six, obtained the signatures of one or more owner or owners to a writing purporting to be or agreeing to grant a lease of such land or of a share or interest therein," obtain, within a limited period, execution of a lease of such land. Beyond these two clauses, attention is required to sections 32 and 33 of the same Act, which prohibit any leasing of land, except as warranted by section 25 aforesaid. The petition also recites section 87 of "The Native Land Act, 1873." Having referred to the facts and the law, it remains to consider them jointly. About clauses 32 and 33 there is no ambiguity; but the earlier sections 24 and 25 necessitate careful consideration as applied to the case in hand. At the outset (omitting mention of conveyances as unnecessary) it appears that a certificate under section 24 is only to be granted after the existence of a lease has been established; but that a certificate may issue under section 25 on a bare agreement for a future lease; but unfortunately the right to apply, even for a certificate, under section 25 only accrues to the person after he has obtained a certificate under section 24. The only way in the instance of an applicant having an agreement for lease, was for the Judge to issue the preliminary certificate under section 24 *pro forma* on the agreement, instead of on the prescribed actual lease. I, at all events, adopted that course as the only way of insuring effect to section 25; and, unless my construction is maintainable, there is no question but that my certificate under section 24 was improperly issued, while in that case, I had no right to receive an application even under section 25. Leaving that part of the case, but assuming, for the sake of argument, that a certificate might issue under section 25 on an unobjectionable agreement for lease as well as on an actual lease, there comes the question whether, considered apart from clause 24, the document put in by Stockman, having been signed before the land passed the Court, was such an "agreement for lease" as to satisfy clause 25. Certainly an illegal lease or agreement ought not to have been accepted, but Stockman's agreement of 1881 was before Mr. Bryce's Act of 1883, which, in terms, made such transactions as Stockman's illegal. Mr. Richmond set up that section 87, "Native Land Act, 1873," which enacts that, except as therein mentioned, every conveyance, contract, &c., relative to Native land before it shall have become vested in freehold tenure shall be void; but, query, had not the words "except as therein mentioned," reference only to the immediate preceding sections, 85 and 86, which prescribe how deeds, &c., are to be attested, &c. As to its attestation, &c., Stockman's document has not been impeached. But, assuming the execution of Stockman's agreement before the land passed the Court made the agreement invalid, it would not, as there are no degrees of invalidity, be thereby in worse plight than every other deed or document (except those relating to Crown-granted land) which came under

the operation of section 24 or 25, every one of which were of necessity invalid; for "The Native Land Act, 1873," as to conveyances says impliedly, and as to leases says in express terms, that they shall not be valid unless signed by all the owners, and as to conveyances or leases so signed by all the owners, there would be neither cause or room for the aid of the Administration Act. The true and only object of clause 25 was to enable persons with inchoate transactions to get them completed wherever they could have been completed if clauses 32 and 33 had not been passed, and that Stockman's transaction was such an one is proved by the fact of his agreement having been replaced by a lease within a few days after the certificate was granted. Holding that view of the object of the clause, I interpreted so as to best give effect to such intention. I may also observe that, despite the illegality now urged against the agreement, when the parties were before me, each claiming as Stockman's assign, not a slur was cast upon his position, though the question had, as mentioned by Mr. Richmond, been brought by me under his notice. The objection that the certificate should have been granted to Stockman in person instead of to his nominee, Walker, is at variance with Mr. Richmond's written request that I should "apportion the certificate and grant one to the company as Stockman's assign," and be it as it may, if the certificate be otherwise good, and Stockman is not dissatisfied, the matter be well left alone. As to the relief specifically prayed by the petition, I do not see how any one could object to its being granted, except on the ground that the matter prayed is unnecessary, for no Bill before Parliament affects the position. The only provision mentioned by Mr. Richmond was clause 4 of the Native Land Court Act Amendment Bill, which provides for registration of leases in the Native Land Court; but such registration, like registration under "The Native Land Act, 1873," would be entirely devoid of effect, giving no priority, nor in any wise changing the position of parties. If I am not exceeding my province I would call attention to the status of the petitioners, as it is because of that status they claim to indict the certificates. Now, the petitioners' status is either that there is or is not a relation between them and Mangapapa. If such a relation does not exist, and petitioners have no bargain as to Mangapapa, save that they will or may buy coal deposited on a wharf, then they can have no grievance personally as to the action of others affecting the land. If, on the other hand, it be contended that by reason of the agreement of the 20th February, 1885, shortly after the execution of which the petitioners' company was incorporated for the purpose of working the mine, and which they have worked, the petitioners have relation with Mangapapa, then it is possible that such contention is wrong, and that the agreement of the 20th February is absolutely illegal under the Act of 1883, and they would still be without relation to Mangapapa. I put in the original applications and certificates. I promised to do so, and I have done so.

112. *Mr. Richmond.*] Can you produce the original documents upon which these certificates were founded?—No.

113. Have you Stockman's agreement with the Natives?—The document went out of my possession the day I decided the case.

114. You have stated that there was only one document for both certificates: is that so?—The certificates were entirely founded upon the document of 1881. The second certificate was founded upon the second application made by Stockman under section 25.

115. Section 25 requires a writing to be produced as the basis of the certificate?—There was only the one document; that was the document of 1881.

116. Had you a copy of this document upon which you gave the certificate?—No.

117. Do you not consider that it was an important record of the Court?—No.

118. Was not the effect of the certificate to give Stockman and Walker the sole right to acquire the lease, for a certain period, of a large block of mineral land?—No; other people might have obtained a certificate.

119. Was the effect of these certificates the giving the holders of them the right—the exclusive right—for a certain period?—No; not the exclusive right.

120. Could anybody not holding a certificate negotiate for a lease?—No.

121. But still you did not think that they were important records?—I thought them important—not as records, but as documents.

122. Did you compare the names signed to this agreement with the names of the owners of the block?—I did not.

123. Then you do not know whether any owners of the block signed it?—As a matter of fact I do not know.

124. Have you seen the copy of the document I have produced?—I have not. [Copy produced.]

125. Do you admit that to be a copy of the agreement?—I do not recognise it; but after what you stated the other day, I have no doubt that it is. I have not read it. I could not tell that it is a copy if I did read it.

126. You did not object to any of the names that were on it?—Certainly not.

127. I clearly understand that you did not, at the time, ascertain whether any of these persons were owners of the land?—No. There was a gentleman named Richmond, a solicitor, attended, and applied for a certificate under the document of which this is a copy, and as neither he nor anybody else disputed the genuineness of the signatures I accepted them.

128. Do I understand you to say I put in an application?—You attended and applied to me to grant a certificate to you or to your company, which could only be founded upon the genuineness of that document, and neither you nor any one else disputed but that the signatures were genuine and proper.

129. I understand you look upon this as an application for a certificate under the Act?—I accepted it not as an application under the Act; I accepted it exactly for what it says. There was only your own verbal application and the application of Mr. Standish.

130. Did I inform you that I was aware that no one had a right to apply for a certificate—that there was no document in existence upon which a certificate could be founded?—No.

131. You received a letter from me dated the 11th June?—Yes.

132. Asking for the protection of the Court for my clients?—The letter speaks for itself.

133. You asked me for a copy of it with a margin, and were good enough to send it back to me with your comments?—Yes; to make the reply clearer.

134. You were satisfied, in the course of the three days between the 11th and 15th June, that Stockman had no interest in the land?—Neither had he until he got his lease.

135. Was not the agreement which had been obtained—the certificate to him—an interest in the land?—I do not think that it was. I do not see how Stockman could get an interest in the land before it had passed through the Court.

136. This agreement you made the basis of the certificate?—Yes; the sole basis.

137. It made Walker and Stockman the only people who could negotiate for a lease?—No; not necessarily. It professed to give Walker authority to negotiate; it was not necessarily the sole authority.

138. Was there any other certificate issued in regard to that block?—No. As a matter of fact it so turned out, but it did not give exclusive right. The agreement was not treated as anything. My observations in regard to it speak for themselves.

139. You say you did not consider the Mangapapa Block was under any restriction when this agreement of 1881 was executed?—I think there was everything to preclude it being dealt with, because the land was not through the Court.

140. Does not the terms of the Act require that the land should be free from all restrictions?—So it was when I gave my certificate.

141. Was the land subject to any restriction precluding the lease?—The only lease was that to Walker, and when that was obtained there was no restriction. I may add that the sole foundation for my certificate was Stockman's agreement of 1881, and which agreement, by reason of its having been signed before the land went through the Court, was invalid, could not have been sued upon, and could confer no estate.

142. In the certificate under section 24 it is recited that Stockman and Walker had severally agreed to lease?—Yes. The certificate to Stockman and Walker notified to the Commissioner that they had severally agreed to lease.

143. What does that mean?—It means that each sent an application saying that he had made an agreement for lease. The documents speak for themselves.

144. They did not produce separate documents to base their application upon?—Stockman did not produce any document. Walker produced Stockman's document.

145. You stated that Stockman repudiated the Mokau Coal Company altogether. Did he do so from the beginning?—He did so on the inquiry.

146. As a matter of fact, did he not do so only because he knew he would not get anything otherwise?—He never told me so.

147. You are not aware that he held aloof from Walker for several days whilst you were sitting in New Plymouth?—I am certainly not aware of it, but I had a shrewd suspicion that he was carrying his pigs to the best market.

148. You did not try to stop him?—I did not.

149. As a matter of fact, there was no lease?—No. I have said so in my statement to the Committee.

150. Did Mr. Charles Brown, a Justice of the Peace, act as agent for Mr. Walker before you at all?—No.

151. Not at all?—No.

152. Did he not appear before you in chambers when I was present?—I do not recollect; I do not think he did. He might have been in the room, but I do not remember.

153. You had no negotiation through him at all?—Certainly not.

154. *Mr. Hutchison.*] I would ask you whether, upon reconsideration, you do not consider that section 24 only refers to a completed contract?—Clearly it does.

155. That was not your view when you granted the certificate?—Clearly; I was aware of it. If you notice the printed form of certificate it is made out either for lease or a conveyance; but in this case the certificate was altered from lease to agreement for lease—the certificate under section 24.

156. This was not a completed contract?—No; it did not pretend to be complete, the land not having gone through the Court. It only pretended to be an agreement.

157. It was on the same document that you gave the second certificate under section 25?—Yes; there was no other document. The two certificates must of necessity be founded on the same document.

158. How many applicants were before you for a certificate?—Three, technically; and Mr. Richmond for the Mokau Coal Company.

159. They must have all been claiming on one document. The three claimants and the Mokau Coal Company founded their claim on this agreement with Stockman?—Yes; they each claimed as the assigns of Stockman's interest under the one document.

160. You gave the certificate for what it was worth?—Yes; I told the parties that they took it upon their own risk.

161. In intimating the granting of your certificate you stated, "Legality of the proceedings very doubtful"—that is, of your own proceedings?—Yes; that was for the information of Walker's solicitor.

162. *Hon. Mr. Ballance.*] Is it usual to issue certificates the legality of which appear doubtful?—Well, there was only this case and another in which the question arose. The other case was discussed at length, and I was familiar with it. The position I took up was this: If I refused the certificate they were precluded from getting signatures, and if I gave the certificate they took it for what it was worth, at their own discretion.

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.

APPENDIX.

To the Hon. the SPEAKER and MEMBERS of the HOUSE of REPRESENTATIVES of the Colony of New Zealand in Parliament assembled.

The Petition of the Mokau Coal Company (Limited), and of the undersigned Henry Robert Richmond, of the Town of New Plymouth, solicitor, a shareholder in the said company, humbly sheweth,—

THAT your petitioners, the Mokau Coal Company (Limited), are a joint-stock company incorporated under "The Companies' Act, 1882," and established for the purpose of purchasing and selling coal, the produce of the Mokau coalfield, and for the acquisition of freehold or leasehold lands for mining purposes; and that your petitioner, the said Henry Robert Richmond, is a shareholder in the said company and solicitor for the same, and is duly authorised to act on behalf of the company in the matters referred to in this petition, and to sign the same on behalf of the company.

That for many years past one George Stockman, a half-caste of the Native race, has been engaged in negotiations for the acquisition of land for mining purposes, &c., from the Native owners of, or claimants to, lands on the north bank of the Mokau River, and has obtained from them certain agreements and promises with regard to the letting of these lands, none of which are of any legal value or effect.

That, in the beginning of the year 1885, the said George Stockman having opened a coal-mine on the upper or inland part of the Mangapapa Block, on the Mokau River, became indebted to Messrs. Alexander Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour for services rendered and goods supplied in connection with his mining operations, and otherwise.

That the said George Stockman being unable to pay these debts in cash, it was mutually agreed between him and the said A. Boswell and his party that the latter should open a second mine lower down the river on their own account, and that Stockman should yield to them any rights or claims he might have over the lower or seaward part of the said Mangapapa Block by virtue of any of the said agreements with the Native owners above referred to, and should consent to their entering into an independent agreement with the said Native owners for the purchase of coal from that part of the block.

That, in pursuance of this arrangement, the said A. Boswell, on or about the 9th February, 1885, gave instructions to his solicitor for the preparation of an agreement between himself and the others of his party above named of the one part, and the Native owners or reputed owners of the Mangapapa Block of the other part, for the purchase and sale of coal from the seaward part of the block, the law at that date not allowing of any lease or negotiation for a lease of this land, even if the title thereto had been ascertained by the Native Land Court, which was not the case; and that on or about the following day the said George Stockman gave instructions for the preparation of a similar agreement between himself and the said Native owners relating to the coal on the inland portion of the said block.

That the first of the above-mentioned agreements—namely, that between the said A. Boswell and party and the Native owners, was executed on or about the 20th February, 1885, the said George Stockman having himself explained the purport thereof to the Natives who signed it; and that the names of the Natives signing the same include those of the principal owners of the said Mangapapa Block, as since ascertained by the Native Land Court, and that the signatures of the said Native owners were all attested by the Mokau Chief Wetere te Rerenga.

That the second of the above-mentioned agreements was, as your petitioners are informed, soon afterwards signed by the same Natives, and contained a description of the boundaries of the upper or inland part of the Mangapapa Block, and a sketch-plan showing the Mangakawhia Creek as the seaward boundary of the land from which the coal to be purchased by the said George Stockman was to be taken.

That, shortly after the execution of the first of the above-mentioned agreements, the Mokau Coal Company was incorporated for the purpose of working the mine opened by Boswell and his party, whose interests under this agreement were formally assigned to the company by a deed dated the 4th July, 1885, and duly filed in the office of the Registrar of Joint-Stock Companies at New Plymouth.

That from the early part of the year 1885 your petitioners, the said Mokau Coal Company, have been working the mine above mentioned, the outlay upon the same having been, including incidental expenses, considerably more than £1,000.

That up to the 22nd day of June last, the date of the execution of a certain lease to one Nevil Septimus Walker of the whole of the said Mangapapa Block, your petitioners had every prospect of obtaining a lease on favourable terms of a part of the said block, having been throughout on the most friendly terms with the Native owners, who had been punctually paid for all coal taken, the amount received by them in this way to the present date having been nearly £100.

That the execution of the said lease to the said Nevil Septimus Walker was obtained by virtue of two certificates issued by his Honor Chief Judge Macdonald, and purporting to be granted under sections 24 and 25 of "The Native Land Administration Act, 1886," respectively.

That your petitioners respectfully submit that the issue of the certificate above referred to, purporting to be under section 24 of the said Act, was illegal, inasmuch as neither the said Nevil Septimus Walker, nor the said George Stockman, through whom he claimed, had theretofore leased the share or interest of some out of several owners of the land referred to therein as required by the said section 24.

That upon being required by the Trust Commissioner under "The Native Lands Frauds Prevention Act, 1881," to produce the document upon which the said certificate under section 24 was granted, the said Nevil Septimus Walker produced only a certain agreement dated the 27th December, 1881, and purporting to be made between the said George Stockman of the one part and one Mare Kura, a Native woman, and other Natives, whose names are affixed thereto, on the other part.

That the said agreement was absolutely illegal and void under section 87 of "The Native Land Act, 1873," as regards the said Mangapapa Block, the title to which, at the date of the execution thereof, had not been ascertained by the Native Land Court; and that the said agreement is also in other respects of a nature which will not bear investigation, being vague, loose, and general in the highest degree, the purport thereof being to give the said George Stockman and his appointees the right for the term of ninety-nine years to enter at will upon all lands lying northward of the Mokau River which shall belong to the Natives signing the same, or in which they or any of them shall be interested, to open mines thereon, and dig and carry away minerals of any kinds whatsoever, and to cut, fell, burn, and use all trees and timber thereon, the consideration being one-fifth of the net proceeds of the sale of the minerals. This agreement is also altered by erasures in two important particulars, both alterations being in favour of the said George Stockman, and neither of them being initialed or marked by any of the Natives who signed.

That the said last-mentioned agreement was executed by one only of the Natives who have since been declared by the Native Land Court to be the owners of the said Mangapapa Block, and your petitioners are informed and believe that this one signature was added quite recently, and at a date when such signature must either have been prohibited by "The Native Land Alienation Restriction Act, 1884," or absolutely void and illegal under "The Native Land Administration Act, 1886," and that the same was so added for the sole purpose of making the said agreement appear, either when produced before Chief Judge Macdonald or when afterwards produced before the Trust Commissioner, to satisfy to some small extent the requirements of section 24 or of section 25 of the Act last quoted.

That the issue of the said certificate, purporting to be made under section 25 of the said Act, was also, your petitioners believe, absolutely illegal, inasmuch as, from the evidence of the said Nevil Septimus Walker before the Trust Commissioner, it appears that no document was produced to the Chief Judge in support of the application for this second certificate, except the vague agreement of the 27th December, 1881, hereinbefore described, which agreement was thus made to do duty for two different and totally inconsistent purposes—namely, as a valid lease of some shares in the block for the purposes of section 24, and as an agreement to let some or all of the remaining shares for the purposes of section 25.

That the issue of the said certificate under section 25 in favour of "Nevil Septimus Walker, or George Stockman, through whom he claims," was also, your petitioners respectfully submit, absolutely illegal, no power being given by the Act to grant a certificate to the assignee of a lease or agreement; and that the effect of this illegal procedure was to enable the said Nevil Septimus Walker to ignore and override all claims but his own upon the interests of the said George Stockman, such as they were, in the Mokau District.

That your petitioners did not apply to his Honour the Chief Judge for certificates under the said sections 24 and 25, as assignees of the said George Stockman in respect of the lower part of the said Mangapapa Block, because they were aware that the said George Stockman possessed no lease from or agreement with the Native owners which in any way satisfied the conditions necessary for the legal granting of certificates under those sections, and also that the Chief Judge had no legal authority to grant such certificates to assignees.

That the real wishes and intentions of the principal owners of the said Mangapapa Block with regard to the letting thereof were stated in their presence by the Chief Wetere te Rerenga to Mr. Wilfred Rennell, West Coast Reserves Trustee, on the 18th June last, four days before the execution of the said lease to Nevil Septimus Walker, and will be found set forth in a letter from Mr. Rennell to the Hon. the Native Minister of the same date.

That your petitioners are informed and believe that the said Native owners were induced to sign the said lease in contravention of their intentions expressed a few days before as above stated, partly by the advantage given to the said Nevil Septimus Walker by the possession of the said illegal certificates, against which there was no appeal, and from which it appeared that he, the said Nevil Septimus Walker, and the said George Stockman were the only persons in whose favour a lease could be executed by them, and partly also by false representations on the part of the said Nevil Septimus Walker and his agents, to the effect that the interests of your petitioners would not be interfered with.

Your petitioners therefore humbly pray that the said lease to the said Nevil Septimus Walker may not be validated, and that the said Nevil Septimus Walker may not be empowered to complete the same, or to obtain the execution of a new lease in the place thereof, until a full inquiry has been made into the premises, and that your honourable House will grant such other relief as in its wisdom it may deem expedient.

And your petitioners, as in duty bound, will ever pray.

(L.S.) H. R. RICHMOND,
for the Mokau Coal Company (Limited).
H. R. RICHMOND,
shareholder in the above-named company.

THIS DEED, made the twentieth day of February, one thousand eight hundred and eighty-five, between Te Huia te Rira, Kapa te Aira, and others, whose names or marks are subscribed hereto, all of the Mokau District, in the Colony of New Zealand, aboriginal natives (hereinafter called "the vendors"), of the one part; and Alexander Boswell, of the Town of New Plymouth, mariner; John Swanston, of the same place, tailor; Thomas Atkin Poole, of the Mokau District aforesaid, storekeeper; and Alexander Gilmour, of the Town of Waitara, storekeeper (hereinafter called "the purchasers"), of the other part:

WITNESSETH that it is covenanted and agreed by and between the said parties hereto as follows:—

1. The vendors agree to sell to the purchasers good marketable coal delivered upon a jetty properly constructed for the accommodation of any vessel which can enter the Mokau River, at the rate of four shillings per ton, in such quantities as the purchasers shall from time to time require during the period of twenty years from the date hereof; such coal to be got from any part of the coal seams upon or under the parcel of land described in the schedule hereto that the purchasers may from time to time point out for that purpose: Provided always that reasonable time shall be given in each case for getting out and delivering the quantity required, and for the construction of the necessary works.

2. The purchasers agree to purchase from the vendors such quantities of coal as they may from time to time require during the said period of twenty years at the price and delivered in the manner above mentioned; and also that if the total quantity so purchased in any year during the said period and after the expiration of the first year thereof shall be less than two thousand tons, the purchasers will at the expiration of such year pay to the vendors a sum computed at the rate of one shilling and sixpence per ton for every ton less than two thousand tons purchased during the year.

3. The purchasers agree, whenever requested so to do by the vendors, to get out and deliver in manner hereinbefore provided, on behalf of the vendors, all coal which they the purchasers may from time to time require, and to erect and execute all necessary jetties and works for that purpose, and by way of payment for getting out and delivering such coal and for erecting and executing such jetties and works shall receive from the vendors an allowance at the rate of two shillings and sixpence per ton upon all coal so got out and delivered: Provided always that, if the vendors shall desire the purchasers to get out and deliver coal in accordance with the agreement contained in this paragraph the vendors shall allow the purchasers free access to all parts of the said land for those purposes, and for the construction of all necessary works, and shall from time to time permit the purchasers to cut down and use such timber as they may reasonably require for any of the purposes aforesaid and for the use of the workmen employed by the purchasers, provided always that the purchasers shall properly lay down in grass all clearings made by them.

4. The purchasers shall regularly enter in a book to be kept by them for that purpose an account of the weight of coal from time to time got out and delivered by them ready for shipment, in accordance with the provisions of the third paragraph hereof, and shall on the first day of each calendar month during the said period of twenty years furnish to the vendors a true and correct statement of the quantity of coal so delivered during the last preceding month, and shall at the same time pay to the said Te Huia te Rira and Kapa te Aira for themselves and the other vendors the amount due for all coal purchased by them from the vendors during such month, deducting the allowance of two shillings and sixpence per ton hereinbefore mentioned from the price of all coal got out and delivered by the purchasers in accordance with the provisions of the said third paragraph, and adding six shillings and eightpence each month for timber used.

5. If the purchasers shall fail to pay any moneys payable by them to the vendors for the space of days after the same shall have become due, the vendors may, by a notice in writing signed by all the vendors or their legal representatives and delivered to any one of the purchasers, determine this agreement; and thereupon all coal machinery, apparatus, fixtures, goods, chattels, and effects at the time being upon or about the said land belonging to the purchasers, or to which they may have any claim, shall, so far as such claim shall extend, be forfeited to the vendors, but without prejudice to the right of the vendors to sue for and recover from the purchasers any moneys at the time being owing by them to the vendors.

6. If the vendors shall fail to perform any of the covenants or agreements on their part herein contained, the purchasers shall, in addition to general damages for the breach hereof, be entitled to recover by way of special damages an amount equal to the estimated cost of the works and machinery constructed and erected upon the said land by the purchasers, allowance being made for depreciation.

7. The agreement dated the twenty-second day of December, one thousand eight hundred and eighty-four, and made between the parties hereto providing for the working by them of the coal in and upon the said lands in copartnership, is hereby absolutely rescinded as from the date of the execution thereof.

8. Nothing herein contained or implied shall be construed or taken to confer or affect to confer upon the purchasers, or any of them, any estate, right, title, or interest in the said land described in the schedule hereto, or in any Native land whatsoever; but these presents shall be read and construed as a personal agreement only between the parties hereto and their respective executors and administrators; and anything herein contained or implied which, but for the provisions of this paragraph, might be construed or deemed to have the effect of conferring, or to be intended to confer, any such estate, right, title, or interest, is hereby declared to be absolutely revoked, cancelled, and annulled in so far as such effect or intended effect is concerned, but not otherwise.

In witness whereof the said parties hereto have hereunto signed their names and affixed their seals the day and year first above written.

Schedule.

All that parcel of land situate on the northern bank of the Mokau River, commencing at the Tauherepu Creek, and bounded thence towards the south by the Mokau River to the mouth of the

Mangakawhia Creek; thence towards the north-east by the Mangakawhia Creek; thence towards the north and west by the northern and western boundaries of the land belonging to the Ngatitu hapu; to the point of commencement.

Huia te Rira.	Ngahiraka Tawhana.
Te Kapa Aira.	Te Aria te Huia.
Marei Kura.	Nga Muna.
Kuia Puru.	Kiwa te Awa.
Rangiawahio.	Kaititiro Onei ingoa.
Waata Rira.	Wetere te Rerenga.
Ngarau Kura Rira.	Ateha o.
Kau Rime.	Mokau.
Rangi Auraki.	Topuni (his mark x).
Korota Tamihana.	Witness: Kingi Wetera.

Signed, sealed, and delivered by the said Te Huia te Rira and Aira te Kapa, after the same had been read over and explained to them in the Maori language by Charles Brown, a licensed interpreter, and they appearing to understand the same, in the presence of R. A. PATERSON, settler, Mokau.

ALEX. BOSWELL.
JOHN SWANSTON.
THOMAS ATKIN POOLE.
ALEX. GILMOUR.

Signed, sealed, and delivered by the said Alexander Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour, in the presence of R. A. PATERSON, settler, Mokau.

AN AGREEMENT made the nineteenth day of February, one thousand eight hundred and eighty-five, between Te Huia, Te Rira, Te Kapa, Te Aira, Marei Kura, and others, whose signatures or marks are hereunto subscribed (hereinafter called "the vendors"), of the one part, and George Stockman, of the Tikorangi District, in the Provincial District of Taranaki, in the colony aforesaid, settler (hereinafter called "the purchaser"), of the other part.

WHEREBY the said parties hereto mutually promise and agree as follows:—

1. The vendors agree to sell to the purchaser good marketable coal, delivered upon a jetty properly constructed for the accommodation of any vessel which can enter the Mokau River, at the rate of (4s.) four shillings per ton, in such quantities as the purchaser shall from time to time require during the period of twenty-five years from the date hereof; such coal to be got from any part of the coal seams upon or under the parcel of land described in the schedule hereto that the purchaser may from time to time point out for that purpose: Provided always that reasonable time shall be given in each case for getting out and delivering the quantity required and for the construction of the necessary works.

2. The purchaser agrees to purchase from the vendors such quantities of coal as he may from time to time require during the said period of twenty-five years, at the price and delivered in the manner above mentioned; and also that if the total quantity so purchased in any year during the said term, and, after the expiration of the first year thereof, shall be less than two thousand tons, the purchaser will, at the expiration of such year, pay to the vendors a sum computed at the rate of one shilling and sixpence per ton for every ton less than two thousand tons purchased during such year.

3. The purchaser undertakes, whenever requested so to do by the vendors, to get out and deliver, in manner aforesaid, on behalf of the vendors, all coal which he, the purchaser, may from time to time require, and to erect and execute all necessary jetties, tramways, and works for that purpose; and, by way of payment for getting out and delivering such coal, and for erecting and executing such jetties, tramways, and works, the purchaser shall receive from the vendors an allowance or drawback at the rate of two shillings and sixpence per ton upon all coal so got out and delivered by the purchaser: Provided always that if the vendors shall require the purchaser to get out and deliver coal in accordance with the undertaking contained in this paragraph, they shall provide, without charge and in convenient situations, such growing timber as may be reasonably required for the construction of any works necessary for such getting out and delivery.

4. The purchaser shall regularly enter in a book, to be kept by him for that purpose, an account of the weight of coal from time to time got out and delivered by them ready for shipment in accordance with the provisions of the third paragraph hereof. And shall, on the first day of each calendar month during the said period of twenty-five years, furnish to the vendors a true and correct statement of the quantity of coal so delivered during the last preceding month, and shall, at the same time, pay the amount due for all coal purchased by him from the vendors during such month, deducting the allowance of two shillings and sixpence per ton hereinbefore mentioned from the price of all coal got out and delivered by the purchaser in accordance with the provisions of the said third paragraph.

5. If the purchaser shall fail to pay any moneys payable by him to the vendors for the space of thirty-one days after the same shall have become due, the vendors may, by a notice in writing, signed by all the vendors, or their legal representatives, and delivered to the purchaser, determine this agreement, and thereupon all coal, machinery, apparatus, fixtures, goods, chattels, and effects belonging to the purchaser, or to which he shall have any claim, situated at the time being upon the said land, shall be forfeited to and become the property of the vendors, so far as such claim shall extend, but without prejudice to the right of the vendors to sue for and recover from the purchaser any moneys at the time being owing by them to the vendors.

6. If the vendors shall fail to perform any of the promises or agreements on their part herein contained or implied, the purchaser shall, in addition to general damages for the breach hereof, be

entitled to recover, by way of special damages, an amount equal to the estimated cost of the works and machinery constructed and erected upon the said land by the purchaser, allowance being made for depreciation.

7. Nothing herein contained or implied shall be construed or taken to confer, or affect to confer, upon the purchaser any estate, right, or title or interest in the said land, or in any Native land whatsoever; but these presents shall be read and construed as a personal agreement only between the parties hereto and their respective executors and administrators; and anything herein contained or implied which, but for the provisions of this present paragraph hereof, might be construed, or deemed to have the effect of, or to be intended to confer any such estate, right, title, or interest, is hereby declared to be absolutely revoked, cancelled, or annulled in so far as such effect, or intended effect, is concerned, but not otherwise.

In witness whereof the said parties hereto have hereunto signed their names the day and year first above written.

Te Huia te Rira.	Ngaraukura.
Te Kapa te Aira.	Kau Rimene.
Marei Kura.	Ngamuna.
Kokuapuru.	Kiwha te Awa.
Rangiawhio.	Rangiauraki.
Te Rira Haena.	Korota Tamihana.
Waata te Rira.	

Signed by the said Te Huia te Rira, Te Kapa te Aira, Marei Kura, and by Kokinapuru, Te Rira Haena, Waata te Rira, Ngaraukura, Kau Rimene, Ngamuna, Kiwha te Awa, Rangiauraki, and Korota Tamihana, after the same had been read over and explained to them in the Native language by Wetere te Rerenga, Native Assessor, and David Cockburn, in the presence of R. H. PATERSON, settler, Mokau.

Kaititiro o tehoinga o enei ingoa.

(Signed) WETERE TE RERENGA, Oteha, Mokau.
GEO. STOCKMAN.

Signed by the said George Stockman, in the presence of R. H. PATERSON, Settler, Mokau.
WETERE TE RERENGA.

Pro New Plymouth, 15/6/87.
Notif. Nos. 396 and 397, J.E.M.

MEMORANDUM OF AGREEMENT made between the aboriginal Natives of New Zealand executing these presents of the one part, and George Stockman, of Tikorangi, in the County of Taranaki, Farmer, of the other part.

WHEREAS the said aboriginal natives, party hereto, are the owners of or interested in certain lands situated on the northern side of the river Mokau, in the Provincial District of Taranaki. And whereas the said Natives are desirous of having the said lands prospected and of having mines for minerals opened thereon, and with that object have requested the said George Stockman to enter upon their said lands, and to mine for minerals thereon.

Now, this agreement witnesses that for the consideration hereinafter appearing they, the said Natives, party hereto, do and each of them doth hereby promise and agree to and with the said George Stockman and his appointees that they, the said Natives, will henceforth for the term of ninety-nine years from the date hereof permit and allow the said George Stockman and his appointees to enter at will in and upon all lands in the Mokau District lying to the northward of the River Mokau which shall belong to the said Natives, or to any one or more of them or in which they or any one or more of them shall be interested or possess any estate, and to open and work and maintain any mines thereon, and to dig and carry away any minerals of any nature whatsoever that may be found thereon or therein, and to cut, fell, and consume and use all trees and timber thereon. And in consideration of these premises the said George Stockman doth hereby promise and agree to and with the said Natives that he and his appointees will pay to the said Natives respectively according to their property or interest in the lands from which any such minerals shall be taken one-fifth of the net proceeds which shall be realised from the sale of such minerals. And the said parties hereto do hereby mutually agree for themselves respectively and for their respective heirs, executors, administrators, and assigns that they will, as soon as conveniently may be after the said lands shall have passed the Native Land Court and the titles thereto have been ascertained, execute a deed for the purpose of carrying into effect this agreement.

As witness the hands of the said parties hereto this twenty-seventh day of December, one thousand eight hundred and eighty-one (1881).

Signed by the undermentioned Natives, after being read over and explained to them respectively in the Maori language by Edward William Stockman, a Licensed Native Interpreter, when they appeared to thoroughly understand the same, and consented thereto, that is to say by,—

Mare Kura.	Wetini Paneta.
<i>Signatures :</i>	Hirawaru Tuku Titaiheke.
Taki Rau Watihi.	Na ke Aeuira.
Oro Watihi.	Na Wetere te Rerenga.
Epiha Karoro.	

E. W. STOCKMAN, Licensed Interpreter, New Plymouth.

GEORGE STOCKMAN.

THOMAS BAYLY, J.P., Waitara East, 27th December, 1881.

JOSEPH DAVID BAKER, storekeeper, Waitara.

Signed by Mare Kura, after being read over and explained to her in the Maori language by Charles Brown, Native Agent, a Native licensed interpreter not being available, and that she appeared to thoroughly understand the same, and consented thereto.—CHARLES BROWN, Native Agent.

He Kai titiro au mo te korero atare paraone raua ko Tamati pere ko Mare Kura, Heremaia, an adult male.

DEAR SIR,—

In consideration of your forbearing from disposing of the Tikorangi property, formerly Mr. E. Hopkinson's, now held by you as security for advances to me for the period of six months from this date, I undertake to promote your interests and those of the Mokau Coal Company in the Native Land Courts and with the Natives in procuring a lease of the piece of land mentioned in the agreement between Te Hina and others and A. Boswell and others on the most favourable terms that can be obtained.

H. R. Richmond, Esq., solicitor, New Plymouth.

New Plymouth, 27th May, 1886.

I have, &c.,
GEORGE STOCKMAN.

LETTER from Mr. H. R. RICHMOND to the CHIEF JUDGE, Native Land Court, with the CHIEF JUDGE's comments.

A certificate under section 24, Native Land Administration Act confers no right, but only relieves from the prohibition against acquiring Native land, enacted in sections 32 and 33 of the Act.

So that a certificate would not authorise any invasion of the company's occupation.

Mining "concerns," apart from ownership of land, are not affected by the Act.

The Act cannot be made to affect this agreement so far as it relates only to coal *after* severance, but so far as the agreement relates to coal *before* severance it relates to land, and in the instance of Mangapapa would be unlawful, and might subject parties to penalties.

Query: Had Stockman any claims to relinquish? the title not having been ascertained.

No lawful right or title can be invaded by reason of any certificate issued under the Act.

Ditto.

Conspiracy between Stockman and Walker in relation to their agreement could have no bearing on the agreement between Stockman and the

SIR,— New Plymouth, 11th June, 1887.

Being informed that certain applications under "The Native Land Administration Act, 1886," in respect of agreements for leasing lands on the north bank of the Mokau River, including a block known as the Mangapapa Block, are about to be heard by the Native Land Court, I have the honour, on behalf of the Mokau Coal Company (Limited), to ask for the protection of the Court in respect of its occupation of that part of the Mangapapa Block lying seaward of the Mangakawhia Creek.

The circumstances upon which this application is based are briefly: that prior to the month of February, 1885, Messrs. Alexander Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour were concerned, together with Mr. George Stockman, one of the applicants for a certificate under the Native Land Administration Act above referred to, in mining operations on the inland portion of the Mangapapa Block. At about the date last-mentioned it was agreed that Messrs. Boswell, Swanston, Poole, and Gilmour should separate from Mr. Stockman and others who were acting with him, and should open a mine on their own account at a point lower down the Mokau River.

Mr. Boswell and the three others working with him accordingly, with the full knowledge and consent of Mr. Stockman, entered into an independent agreement with Te Huia and others, the Native owners of the Mangapapa Block. This agreement was duly interpreted to the Natives concerned, and executed on or about the 20th February, 1885.

Before executing the same Te Huia, on behalf of the owners, applied to Mr. Stockman to know whether he was willing to relinquish his claims as regards this piece of land, and Mr. Stockman agreed to do so.

The benefit of the agreement of the 20th February, 1885, has since been formally assigned to the Mokau Coal Company (Limited), who were in possession for about fifteen months before the sitting of the Native Land Court at Waitara, in June, 1886, when the title to the Mangapapa Block was investigated.

It was during this sitting of the Court that the agreement between Mr. George Stockman and others and Mr. Nevil Walker, which is, I understand, now before the Native Land Court, was executed, although I am informed that a much earlier date has been placed upon it. Mr. Walker was fully aware of the occupation by the Mokau

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-

mond agreed to give same terms, but with the proviso that he could not speak positively for the company, but he believed it would also agree to give same rate for the reduced area as formerly offered for the 4,500 acres. I enclose for your information a rough sketch of area now proposed to be let to the Mokau Coal Company.

I have, &c.,

W. RENNELL, Native Officer.

The Under-Secretary, Native Department, Wellington.

“NATIVE LANDS FRAUDS PREVENTION ACT, 1881.” (FORM E.—NOTICE OF OBJECTION.)

To Charles Edward Rawson, Esq., Trust Commissioner.

THE directors of the Mokau Coal Company (Limited) being interested in the land the subject of a certain deed of lease, dated the twenty-second day of June, 1887, made between Te Hau and others, aboriginal natives of the one part, and Nevil Septimus Walker, of Alexandra, settler, of the other part, of a block of land at Mokau, known as the Mangapapa Block, hereby give you notice that the said company objects to your certificate as Trust Commissioner being affixed to the said deed on the following grounds—viz.:

1. That the said company has been in uninterrupted occupation of a portion of the said Mangapapa Block, with the full consent of the Native owners thereof, since the month of February, 1885, and has expended a large sum of money and much labour in opening a coal-mine thereon, under the provisions of an agreement made between the said Native owners with Alexander Boswell and others, and afterwards assigned to the said company, and that if the said lease is confirmed the said Native owners will be prevented from carrying out the terms of the said agreement, and the said company will lose all the capital and labour expended on the said mine.

2. That at the time of the execution of the said lease the said Native owners were anxious not to place themselves in a position in which they must break faith with the said company, and desired to except a certain portion of the said land from the operation of the said lease, but were deceived or cajoled into executing it in its present form by improper practices and undue pressure on the part of the said Nevil Septimus Walker or his agents; and that a few days before the execution of the said lease the principal owners of the said block, in reply to inquiries made by Mr Wilfred Rennell under instructions from the Hon. the Native Minister, clearly expressed their views and intentions with regard to the letting of the said block of land, and stated it to be their wish that a certain specified portion should be let to the said company.

3. That the said lease was not duly interpreted and explained to the Native owners who have signed it, and does not carry out their real intention with regard to the letting of the said block.

4. That the witness attesting the execution of the said lease as a Justice of the Peace was, at the date of such execution, and had been for some time previously, the paid agent of the said Nevil Septimus Walker for the purpose of negotiating the said lease, and that he actively assisted in inducing the said Native owners to execute the same; and that the attestation of the said lease by a Justice of the Peace so engaged is contrary to the spirit and intention of section 85 of “The Native Land Act, 1873,” and section 12 of “The Native Land Act Amendment Act, 1878,” and renders it especially necessary that a full inquiry should be made under the Native Lands Frauds Prevention Act into the circumstances attending the execution of the said lease.

5. That several names of absent owners have been signed to the said lease by a Native professing to act as their agent; and that several names of owners who are under age have been signed thereto by Natives professing to act as trustees of their shares of the said land; and that, in respect of the shares of all such absent owners and owners under age, the execution of the said lease is invalid.

6. That in order to be “apparently executed in accordance with the provisions of the Acts for the time being affecting the execution of instruments by Natives,” as required by rule 3 under “The Native Lands Frauds Prevention Act, 1881,” and in order not to be illegal under section 32 of “The Native Land Administration Act, 1886,” it is necessary that any lease purporting to be executed under the provisions of subsection (d) of section 25 of the Act last quoted, should be executed by some or all of the Native owners of land who have, previously to the 1st July, 1886, signed a writing purporting to be, or agreeing to grant, a lease of their respective shares.

That the Natives signing such writing or agreement must necessarily not be the same as those who have, before the coming into operation of the said Act, executed a lease of other shares of the same land which has been certified to under section 24 of the said Act.

That in the present case the certificates issued in favour of the said Nevil Septimus Walker under the 24th and 25th sections of the said Act do not specifically refer to or quote the documents upon which they are respectively founded; nor do they mention the names of the Native owners of the Mangapapa Block who have signed the said documents respectively.

That the said lease in respect of which your certificate as Trust Commissioner is now applied for appears to be executed, or to have been intended to be executed, by all the Native owners of the said Mangapapa Block.

That under the circumstances above set forth, as the execution of the present lease by any of the owners who signed the document referred to in the certificate issued to the applicant under section 24 of the said Act would be nugatory if the said lease follows the terms of that document verbatim, and would be absolutely illegal and void if the terms of the said lease differ in any way from those of the said document; and, as on the other hand, the execution of the said lease by any Native owners of the said block of land who did not sign the document or agreement referred to in the certificate issued to the applicant under section 25 of the said Act would also be illegal and void, it is respectfully submitted that before granting the present application it will be necessary that the two documents upon which the said two certificates, under sections 24 and 25, are respectively founded, should be produced in order that it may be ascertained whether any of the Native owners who have signed the present lease also signed the document referred to in the said certificate

issued under section 24, and whether any of the said owners who have signed the present lease, did not sign the document or agreement referred to in the certificate issued under section 25 of the said Act.

7. That the lease in respect of which a certificate is now applied for 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," and that not being in accordance in this respect with the provisions of subsection (d) of section 25 of the said Act, the said lease is illegal under section 32 of the said Act.

For the Mokau Coal Company (Limited):

H. R. RICHMOND,

Solicitor for the above-named company.

Documents lodged herewith.—(1). Statutory declaration of Te Huia, dated the 1st July, 1887. (2). Statement relating to the circumstances under which leases to Nevil Walker of the Mangapapa Block and of other lands were executed, signed by six of the owners of the said Mangapapa Block, dated the 7th July, 1887, with letter to Mr. Commissioner Rawson attached.

I, TEHUIA, an aboriginal native of New Zealand, do solemnly and sincerely declare—

1. That I am one of the principal owners of the block of land at Mokau, known as the Mangapapa Block.

2. That on or about Wednesday, the 22nd day of June last, I signed a lease to one Neville Walker of lands on the north bank of the Mokau River.

3. That Charles Brown the younger, of Waitara, a Native Interpreter, was present when I signed the said lease, but that the lease was not read over or explained to me in the Native language or otherwise by the said Charles Brown or by any other person.

4. That Charles Brown, of New Plymouth, and John Shore, of Mokau, were the witnesses to my signature of the said lease.

5. That when I signed the said deed I believed that the part of the said Mangapapa Block lying west of the Mangakawhia Creek was not included in the lease, and that I did not intend that it should be so included, and that Kopa te Hira, another owner of the said land, then and there explained to Nevil Walker the intention of the owners as to this.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

TE (his x mark) HUIA.

Declared by the above-named Te Huia after the contents of the above-written declaration had been read over and explained to him in the Maori language by Henry Philp, of Mokau, this first day of July, 1887, before me, T. KING, J.P.

Mokau, 7th July, 1887.

To the Government and all Government officials—Salutations to you.

WE, the people of Mokau, owners of land on the north bank of the river, request that inquiry be made into what has been done by Nevil Walker and Charles Brown, J.P., respecting the leasing of lands at Mokau.

1. That the deeds had no written statement in Maori of the contents thereof when they were signed, consequently the Natives did not understand what they signed upon either of the two deeds.

2. That many Natives openly asked to see the deeds in the Maori language before they signed. This was refused. There was no Maori statement upon either of the two deeds.

3. That the Maori statement was put on the deeds in New Plymouth after they had been signed at Mokau, and the Natives do not know what that statement contains.

4. That the Natives understood from what was said that the land of the coal company (Richmond's) was not included in Walker's deeds: it now proves that Richmond's lands are in the deeds (Walker's) that are signed. This is fraud. We desire Richmond to have the land.

5. That some signatures of the Natives in Waikato, who know nothing of the business and who have never seen the deeds, were written by a Native woman in New Plymouth, contrary to law.

6. That the lands have never been surveyed nor the interests of the owners partitioned.

7. That C. Brown, J.P., is interested with Walker. He negotiated the land, and he unduly solicited several Natives to sign. He was the attesting Justice: this is improper. Captain McCarthy, H. Philp, and Joshua Jones ought to be examined as to what took place when the deeds were signed, as they were present.

NGAKAPA TE AIRA (her x mark).

NGAKOTI (her mark x).

WATA (his x mark).

NGANUMU (her mark x).

NGARETA (her mark x).

NGARA (her mark x).

R. PATERSON, witness, 8th July, 1887.

Interpreted by Te Manutohe Roa.

EXTRACT from a LETTER from Mr. H. R. RICHMOND, Solicitor to the Mokau Coal Company (Limited), to Judge WILSON as Trust Commissioner under "The Native Lands Frauds Prevention Act, 1881," re lease of Mangapapa Block.

SIR,—

New Plymouth, 8th September, 1887.

Referring to the series of objections to the granting of your certificate as Trust Commissioner in respect of the lease to Mr. Nevil S. Walker of the Mangapapa Block, which I have lodged on behalf of the Mokau Coal Company (Limited), as the 6th of these objections is somewhat lengthy and involved, I desire to submit to you the following summary of my argument under that head:—

The certificate under section 24 of "The Native Land Administration Act, 1886," has the effect of confirming an existing lease of certain shares of a block of land, such lease having been executed by the owners of those shares before the Act came into force.

The certificate under section 25 of the Act approves an agreement made before the 1st July, 1886, whereby the persons signing the same, being some or all of the owners who did not sign the lease before the Act came into force, agree to let their respective shares; and this certificate authorises the holder of it to obtain a lease of these latter shares or of any of them, but of no others, for the same term as is granted in the lease made before the Act came into force, and referred to in the certificate under section 24.

No power is given by the Act to those who signed a lease before it came into operation to sign a new lease of their shares, and their execution of any such new lease is illegal, even if it be identical in tenor with that signed by them before, and still more so if it differs in any material respect.

No power is given by section 25 of the Act to any person to sign a new lease who has not signed the writing purporting to be, or agreeing to grant a lease of the land or of the share or interest of the person signing, referred to in subsection (d), and upon which the certificate under section 25 is based.

It follows, therefore, I respectfully submit, that before granting your certificate in respect of the new lease, under "The Native Lands Frauds Prevention Act, 1881," it is necessary that the documents upon which the certificates issued in favour of Mr. N. S. Walker under the 24th and 25th sections of the Act of 1886, are respectively founded, should be produced for your inspection.

The first of these documents will be required, (1) in order that the term of years for which it is granted may be ascertained, subsection (d) providing that the new lease is to be for the same term as that executed before the Act came into operation; and (2) that it may be seen whether any owners who signed the first lease also executed the new one, as such execution will be illegal, even if those owners who have signed the two leases also signed the writing or agreement mentioned in the certificate under section 25.

The production of the second document (that upon which the certificate under section 25 is founded) is also obviously necessary, because the only persons who are empowered by subsection (d) to sign a lease after the coming into operation of the Act are those who, by this second document, have purported or agreed to grant a lease of their respective shares." . . .

MANGAPAPA OR MAUNGAPAPA LEASE.—JUDGMENT.—J. A. WILSON.

THE Messrs. Owen claim an interest in an agreement between the Natives and Stockman to lease the land known as Mangapapa or Maungapapa, on the allegation that an arrangement subsisted between themselves and Stockman to acquire this land from the Natives, and that Stockman had wrongfully obtained from the Natives an agreement to lease to himself only.

It is not my function to inquire into the relations, if any, between Stockman and the Messrs. Owen. My duty is to inquire into the transactions between the lessors and lessee. Messrs. Owen occupy neither position, nor are they entitled to occupy either position, if only for the reason that no act of theirs can militate against the status of the Native landlord in his right to choose his own tenant. The Natives agreed to lease to Stockman or to his appointee; they did not agree to lease to Messrs. Owen, nor yet to a partnership of which they were members. The Messrs. Owen have no interest in the agreement of the Natives to lease to Stockman. If the Messrs. Owen have a claim for breach of agreement against Stockman, or if Stockman has a claim against them, that is a matter with which, as a Trust Commissioner, I have no concern, and should be settled in some other Court, for this Court has no jurisdiction in suits of a personal character.—Application dismissed.

The agreement to lease to Stockman, made on the 27th December, 1881, was followed on the 22nd June, 1887, by a lease to N. S. Walker, claiming through Stockman, that is to say, as Stockman's appointee. The lease was signed by eighteen of the twenty-two owners of the block, upon the strength of a certificate based upon Stockman's agreement, and granted, on the 15th June, 1887, by the Chief Judge of the Native Land Court, under subsection (d) of section 25 of "The Native Land Administration Act, 1886." Here I may note that Mangapapa passed the Native Land Court on the 28th June, 1886; that the title was ascertained on the 28th September following; that the notice necessary under the 7th section of "The Native Land Amendment Act, 1883," precluded leasing until the 1st October following. When "The Native Land Court Act, 1886," came into force, repealing past Acts, and when, for the first time, and not before, it became possible lawfully to carry out stipulation in the agreement with Stockman, that the parties thereto will, as soon as conveniently may be after the said lands shall have passed the Native Land Court, and the titles thereto have been ascertained, execute a deed for the purpose of carrying into effect this agreement; and I note that the lease made in pursuance of the above—that is, the lease to Walker—was not made or commenced under the repealed Acts, but was begun and completed under "The Native Land Court Act, 1886." Hence it would seem that the operation of the certificate granted by the Chief Judge, under subsection (d) section 25 of "The Native Land Administration Act, 1886," is not limited by the two last paragraphs in the decision in the Supreme Court, *Seymour v. Macdonald*: "Existing restrictions upon the acquisition of Europeans of partial interest" having been repealed before the lease was made, and that Walker was therefore empowered by subsection (d) "to obtain a lease of all or any such shares or interest," that is, of the owners who have not already granted him a lease.

During the interval between making Stockman's agreement and executing the lease to Walker, the Mokau Coal Company (which does not appear to be registered) entered into a contract with certain Natives, the names of five of whom subsequently appeared in the title, to be supplied with coal from this land, the Natives to mine and deliver to the company at a fixed price per ton. There was a clause enabling the Natives to employ the company to mine at a price named, also a special

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

relating to Native lands, of a certain lease from the Native owners thereof of two blocks of land known as Mangapapa and Mangaoira, situated in the Provincial District of Auckland.

2. That in pursuance of such agreement negotiations were entered into by the plaintiffs and the said George Stockman with the Natives, who were then believed by the plaintiffs and the said George Stockman to be the owners of the said blocks of land, to grant to the said George Stockman on behalf of himself and the plaintiffs, a lease of the said land whenever the said owners were in a position to lawfully grant such lease; and for the purpose of carrying out such negotiations, the plaintiffs advanced to the said George Stockman divers large sums of money, which were expended by the said George Stockman in carrying on such negotiations and in making payments to the said Natives, and in recouping himself any expenses which he might be put to in carrying on the same.

3. That by reason of such negotiations and payments the said George Stockman obtained from certain of the said Natives a document, signed by them, promising to grant such lease when the title to the said land had been investigated by the Native Land Court, as required by law, and when the said Natives had been declared by the said Court to be the owners thereof, and were empowered by law to make such lease.

4. That the said document so obtained by the said George Stockman was obtained by him under the said agreement between the plaintiffs and the said George Stockman as the result of the said negotiations and solely with and by reason of the money advanced to him by the plaintiffs, and by virtue thereof the said document and any rights thereunder was and were the joint property of the plaintiffs and the said George Stockman.

5. That the title to the said two blocks of land was investigated by the said Native Land Court in the month of June, 1886, and the said Court thereupon made an order, under "The Native Land Court Act, 1880," for the issue of a certificate of title to certain Natives then found by the said Court to be the owners of the said blocks, including the Natives who had executed the document so obtained by the said George Stockman.

6. That after such order and investigation had been made by the said Native Land Court the plaintiffs and the said George Stockman renewed their said agreement by a memorandum signed by the said George Stockman and the plaintiff Arthur Owen for himself and the said Hugh Owen, and dated the thirteenth day of June, 1887; and it was then agreed that the plaintiffs and the said George Stockman should, upon the said document so obtained by the said George Stockman from the said Natives, make an application, under section 24 of "The Native Land Administration Act, 1886," with a view of obtaining the necessary certificates and legal authority, under the said section, to go to the said Native owners so found to be such by the said Court, and to obtain their signatures to a lease under the promise contained in the said document; and the said George Stockman then delivered to Mr. Standish, of New Plymouth, solicitor, who was then acting as the solicitor for the plaintiffs and the said George Stockman, the said document for the purpose of making such application.

7. That, subsequently, the said George Stockman obtained the said document from Mr. Standish, and made an application, under the said 24th section, in his own name, and thereupon declined to recognise any of the rights of the plaintiffs in or to the said document or any rights thereunder and declined to allow them the benefit of such application.

8. That attached hereto and marked A is a copy of the said application so made by the said George Stockman.

9. That the said application came on for hearing on the fifteenth day of June, 1886, before the Chief Judge of the Native Land Court, when the plaintiffs, by their counsel, appeared and applied to the said Chief Judge not to grant the same to the said George Stockman alone, upon the ground that the plaintiffs were jointly interested with the said George Stockman in the document on which the application was made and any rights or privileges acquired thereunder, unless the said George Stockman would acknowledge such rights, and agree to hold any certificate that might be granted on the said application for the benefit of himself and the plaintiffs.

10. That the defendant was present at such application, and heard the objections so raised by the plaintiffs, but the said George Stockman declined to recognise any rights in the plaintiffs, and indorsed upon his said application, and signed a memorandum in the following words: "To the Chief Judge. I request that my certificate, granted on the above notification, may be granted to my appointee, Mr. Nevil S. Walker." The said Chief Judge was then fully informed of the claim of the plaintiffs, but, notwithstanding the same, the said Chief Judge did make a certificate under the said 24th section, and made the same in favour of the defendant Walker, and this notwithstanding the protest of the plaintiffs that their rights, benefits, or privileges under the said document would be impaired and jeopardised. At the time when the said Chief Judge issued the said certificate he informed the plaintiffs that he would enter in his notebook a note of the objections, and also informed the defendant that he must take the said certificate at his own risk. A copy of the said certificate so issued is hereto annexed marked "B."

11. That, following upon the said certificate, the defendant made an application to the said Chief Judge under section 25 of "The Native Land Administration Act, 1886," a copy of which application is hereto annexed and marked "C."

12. That, upon such last-mentioned application, the Court issued a further certificate, copy of which is hereto annexed and marked "D."

13. That the said applications and certificates related to Mangapapa Block.

14. That in relation to Mangaoira Block the said George Stockman, upon the said document so obtained by him from the Natives, made a similar application under section 24 of the said Act, copy whereof is hereto annexed and marked "E," and in connection with such application the plaintiffs made the like objections thereto as are set out in the ninth and tenth paragraphs hereof, and such application was dealt with by the said Court in manner set out in the said paragraphs.

15. That the said George Stockman also made an application to the said Chief Judge under section 25 of the said Act, a copy whereof is hereto annexed and marked "F."

16. That upon such last-mentioned application the said Chief Judge issued a certificate, copy whereof is hereto annexed marked "G."

17. That upon such certificates the defendant, with full knowledge of all the foregoing facts and of the plaintiffs' said claims, proceeded to obtain from the Native owners of the said two blocks of land respectively leases thereof, which are dated the twenty-second day of June, 1887, whereby the said blocks respectively purport to be demised to the defendant, his executors, administrators, and assigns, for the period of thirty years from the date of the said lease, with a right to renew the same for another period of thirty years at the rent and on the terms therein mentioned, and such leases purport to be executed by all the Native owners so declared to be such by the said Court of the said blocks of land respectively, and not simply by those who had not signed the said document so obtained by the said George Stockman. Such leases also purported to be executed by the numerous lessors therein mentioned in the presence of a licensed interpreter and adult male witnesses, and the said document so obtained by the said George Stockman only provided for the granting of a lease for twenty-one years, and not for the term of thirty years with a right of renewal for a further term of thirty years.

18. That, having obtained such leases, the defendant has applied to a Trust Commissioner under "The Native Land Frauds Prevention Act, 1881," to affix his certificate to the said deeds.

19. That on the fifteenth day of June, 1886, when the said Chief Judge informed the defendant that he must take the said certificates for what they were worth, the defendant had then, and for a long time previous thereto, full knowledge in detail of the whole of the foregoing facts and circumstances, and of the plaintiffs' claims to participate in the benefits of the said document so obtained by the said George Stockman, and upon which the said certificates had been so issued; but the defendant wholly refused to recognise any rights whatever in the plaintiffs to participate in the said document, or that they had any rights at law or in equity under the same, and intimated his intention to proceed and have the said leases so obtained by him completed according to law, and to retain for himself all the rights and benefits thereunder.

20. That the said document so obtained by the said George Stockman, and upon which the said Chief Judge issued the said certificate, is not in the possession of the plaintiffs, and they are not able to set forth the same. But the same is in the possession of the defendant, who retains the same, and declines to supply the plaintiffs with a copy thereof.

The plaintiffs, therefore, contend that they were jointly interested with the said George Stockman not only in obtaining the said documents from the said Natives, but in all rights and privileges which by law the said document gave them, and it was a fraud on the part of the said George Stockman to make the said application to the exclusion of the plaintiffs, and it was also a fraud upon the plaintiffs by the said George Stockman to request the said Chief Judge to issue the certificate under the said application to the defendant, and that the said leases are void under the said sections 24 and 25; and in obtaining the same the defendant was acting illegally under "The Native Land Administration Act, 1886," sections 32 and 33. Or that if the said proceedings and leases are valid in law, that the plaintiffs are entitled to participate in equal shares with the said George Stockman, to the exclusion of the defendant, in any benefit or privileges which may have accrued to the defendant by reason of the making of the said certificate so issued by the said Chief Judge and the leases obtained by the defendant thereunder.

The plaintiffs, therefore, claim that it be declared by the Court—First, that the said George Stockman had not under the said document any power to make application under the said sections 24 and 25; second, that the said Chief Judge had no power to entertain the said application or to grant any certificates thereon, and that any certificate so granted is void and of no effect; third, that the said alleged leases so obtained by the defendant upon or in pursuance of such certificates are void and of no effect, and that the same were obtained contrary to the provisions of "The Native Land Administration Act, 1886," and that the defendant be ordered to pay the costs of this action. Or, in the alternative, if the Court should be of opinion that the said certificates and leases are good in law, then—Fourth, that the plaintiffs were jointly interested with the said George Stockman in the said document and all rights and privileges which it secured, and that the defendant obtained and holds the said leases and all rights and privileges thereunder as a trustee for the plaintiffs and the said George Stockman; fifth, that the defendant be restrained by injunction of this Court from assigning or parting with the said leases without acknowledging the rights of the plaintiffs and the said George Stockman therein; sixth, that the defendant may be ordered to pay the costs of this action; seventh, that the plaintiffs may have such further or other relief as the Court may see fit and the plaintiffs' case requires.

A.—"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) Ratapoiki, (4) Mangaawakino.

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.

GEO. STOCKMAN.

B.—IN THE NATIVE LAND COURT OF NEW ZEALAND.—In the matter of “The Native Land Administration Act, 1886,” and of the notification made under section 24 thereof by George Stockman and Nevil Septimus Walker in relation to land known as

I, JOHN EDWIN MACDONALD, a Judge of the said Court, do hereby give my certificate as follows: (1.) George Stockman and Nevil Septimus Walker respectively did, within three months after the first day of January, 1887, notify to a Commissioner under the said Act and to the Chief Judge of the said Court, that they claimed to have severally agreed to lease the share or interest of some out of several owners of land mentioned in the said notification, and being a block of land known as Mangapapa, containing 9,000 acres. (2.) I have inquired into the circumstances of the alleged agreement. (3.) The title to the said land was not, at the time of the alleged agreement, subject to any restriction precluding such alleged agreement for lease. (4.) I am satisfied that there had been a lease as alleged, that the transaction was *bona fide*, and that a fair rent was agreed for.

As witness my hand, this fifteenth day of June, 1887.

J. E. MACDONALD, Judge.

Form B.—Judge's Certificate, Section 24.]

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

I, NEVIL SEPTIMUS WALKER, of Alexandra, sheepfarmer, being the person named in a certificate given to me by John Edwin Macdonald, Esquire, 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 of obtaining a lease from all or some of the owners 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 (d), section 25.]

D.—IN THE NATIVE LAND COURT OF NEW ZEALAND.—In the matter of “The Native Land Administration Act, 1886,” and of the notice given under subsection (d) of section 25 of the said Act, by Nevil Septimus Walker in respect to land known as Mangapapa, Mokau, containing 9,000 acres.

I, JOHN EDWIN MACDONALD, a Judge of the said Court, do hereby certify as follows: That I am satisfied that Nevil Septimus Walker, of Alexandra, sheepfarmer, or George Stockman, under whom he claims, had, before the first day of July, 1886, obtained the signature of one or more owners to a writing agreeing to grant a lease of land, being the said land known as Mangapapa, Mokau, of the share or interest therein of the person signing.

As witness my hand, this fifteenth day of June, 1887.

J. E. MACDONALD, C. J.

Form F.—Judge's Certificate of signatures obtained to lease.]

E.—IN THE NATIVE LAND COURT OF NEW ZEALAND.—In the matter of “The Native Land Administration Act, 1886,” and of the notification made under section 24 thereof, by George Stockman, in relation to land known as

I, JOHN EDWIN MACDONALD, a Judge of the said Court, do hereby give my certificate as follows: (1.) George Stockman, of , did, within three months after the first day of January, 1887, notify to a Commissioner under the said Act, and to the Chief Judge of the said Court, that they severally claimed to have agreed to lease the share or interest of some out of several owners of land mentioned in the said notification, and being a block of land known as Mangoira. (2.) I have inquired into the circumstances of the alleged agreement. (3.) The title to the said land was not, at the time of the alleged agreement, subject to any restriction precluding such alleged agreement for lease. (4.) I am satisfied there had been an agreement as alleged, that the transaction was *bona fide*, and that a fair rent was agreed for.

As witness my hand, this fifteenth day of June, 1887.

J. E. MACDONALD, Judge.

Form B.—Judge's Certificate, section 24.]

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

I, GEORGE STOCKMAN, of , being the person named in a certificate given to me by John Edwin Macdonald, Esquire, 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 of obtaining a lease from all or some of the owners of the block of land called or known as Mangoira, and being the land mentioned in the said certificate.

Dated this fifteenth day of June, 1887.

GEORGE STOCKMAN (by his agent, Nevil S. Walker).

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

G.—IN THE NATIVE LAND COURT OF NEW ZEALAND.—In the matter of “The Native Land Administration Act, 1886,” and of the notice given under subsection (d) of section 25 of the said Act, by Nevil Septimus Walker in respect to land known as Mangoira.

I, JOHN EDWIN MACDONALD, a Judge of the said Court, do hereby certify as follows: That I am satisfied that Nevil Septimus Walker, or George Stockman, under whom he claims, had, before the first day of July, 1886, obtained the signature of one or more owners to a writing agreeing to grant a lease of land, being the said land known as Mangoira, of the share or interest therein of the person signing.

As witness my hand, this fifteenth day of June, 1887.

J. E. MACDONALD, C.J.

Form F.—Judge's Certificate of signature obtained to lease.]

4—I. 3B.

No. 2080.—IN THE SUPREME COURT OF NEW ZEALAND, NORTHERN DISTRICT.—Between HUGH OWEN, of Nelson, in the Colony of New Zealand, Gentleman, and ARTHUR OWEN, of New Plymouth, in the said colony, Settler, Plaintiffs; and NEVIL SEPTIMUS WALKER, of Alexandra, in the said colony, Settler, Defendant.

TAKE notice that, unless within fourteen clear days after and exclusive of the day on which this writ shall be served upon you, you do file in the office of this Court at Auckland a statement of your defence to the plaintiffs' claim, a copy of which is herewith annexed, the plaintiffs may proceed in their action without having it heard in Court. If you file a statement of defence within the time above specified, you are hereby summoned to attend the first sittings of the Court at Auckland which shall be held after the expiration of twenty-eight days from, but exclusive of the day of service of this writ upon you; and take notice that if you fail so to appear the action may be heard and determined in your absence.

Dated at Auckland the nineteenth day of September, 1887.

To the above-named defendant.

N.B.—This writ is sued out by Samuel Hesketh, solicitor for the plaintiffs, whose address for service is at Wyndham Street, Auckland. The plaintiffs claim £10 10s. for costs of service of this writ and incidental thereto.

Indorsement on back of Writ.—This summons must be served on you within six months from the date thereof, or from the date of renewal, if renewed. If the last day for delivering your statement of defence fall on a Sunday or holiday, or during the vacation, such statement may be delivered on the day following such Sunday or holiday, or the vacation, as the case may be. You are specially warned that, if you do not file your statement of defence within the time limited, the plaintiffs may proceed in their action in your absence. If the claim is for a sum of money, and you pay such sum and costs before the expiration of the time for filing a statement of defence, proceedings in the action will be stayed; if you pay after the expiration of that time, you will be liable to pay any further costs your delay may have caused the plaintiffs to incur. If you confess the plaintiffs' claim, or any part thereof, you should sign and deliver your confession to the proper officer of the Court before the expiration of the time limited for filing your statement of defence, but you may deliver your confession at any time before the case is called on, subject to the payment of any further costs which your delay may have caused the plaintiffs to incur. If you admit only a part of the claim, you may, at any time before hearing, pay the amount admitted into Court, together with such amount for costs as you may consider yourself liable for, and you must forthwith give notice of such payment to the plaintiffs. If the plaintiffs proceed and recover no further amount than shall have been so paid into Court, they may be ordered to pay any costs incurred by you subsequent to receipt of such notice as aforesaid. Summons to secure the attendance of witnesses will be issued on application at the office of the Court. The office hours are from 10 to 3, except on Saturdays, 10 to 1, and except on Sundays and public holidays. During vacation—viz., 25th January to 10th March, the office hours are from 10 to 1. On Saturdays during vacation the office hours are 10 to 1. The Court holds two sittings in the year 1887, which commence respectively 3rd October and 5th December.

SIR,—

New Plymouth, 11th June, 1887.

Being informed that certain applications under "The Native Land Administration Act, 1886," in respect of agreements for leasing lands on the north bank of the Mokau River, including a block known as the Mangapapa Block, are about to be heard by the Native Land Court, I have the honour, on behalf of the Mokau Coal Company (Limited), to ask for the protection of the Court in respect of its occupation of that part of the Mangapapa Block lying seaward of the Mangakawhia Creek.

The circumstances upon which this application is based are, briefly, that prior to the month of February, 1885, Messrs. Alexander Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour were concerned, together with Mr. George Stockman, one of the applicants for a certificate under the Native Land Administration Act above referred to, in mining operations on the inland portion of the Mangapapa Block. At about the date last mentioned it was agreed that Messrs. Boswell, Swanston, Poole, and Gilmour should separate from Mr. Stockman and others who were acting with him, and should open a mine on their own account at a point lower down the Mokau River.

Mr. Boswell and the three others working with him accordingly, with the full knowledge and consent of Mr. Stockman, entered into an independent agreement with Te Huia and others, the Native owners of the Mangapapa Block. This agreement was duly interpreted to the Natives concerned, and executed on or about the 20th February, 1885.

Before executing the same Te Huia, on behalf of the owners, applied to Mr. Stockman to know whether he was willing to relinquish his claims as regards this piece of land, and Mr. Stockman agreed to do so.

The benefit of the agreement of the 20th February, 1885, has since been formally assigned to the Mokau Coal Company (Limited), who were in possession for about fifteen months before the sitting of the Native Land Court at Waitara in June, 1886, when the title to the Mangapapa Block was investigated.

It was during this sitting of the Court that the agreement between Mr. G. Stockman and others and Mr. Nevil Walker, which is, I understand, now before the Native Land Court, was executed, although I am informed that a much earlier date has been placed upon it. Mr. Walker was fully aware of the occupation by the Mokau Coal Company of the lower part of the Mangapapa 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 any one, 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 think best.

I have, &c.,

H. R. RICHMOND,

Solicitor for the Mokau Coal Company (Limited).

His Honour 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) Ratapoike, (4) Mangaawakino.

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.—Notification, section 24.]

To the Chief Judge: I request that any certificates granted on the above notification may be granted to my appointee, Mr. Nevill S. Walker.—GEORGE STOCKMAN.

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

I, NEVIL SEPTIMUS WALKER, of Alexandra, 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 Mangapapa, situate at Mokau.

Particulars.—The title to the land is Native Land Court title. The area of the land is 9,000 acres. The shares claimed by me are six in number. I claim to have acquired them by lease.

Dated this fourteenth day of January, 1887.

NEVIL SEPTIMUS WALKER.

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.—Notification, section 24.]

IN THE NATIVE LAND COURT OF NEW ZEALAND.—In the matter of “The Native Land Administration Act, 1886,” and of the notifications made under section 24 thereof by George Stockman and Nevil Septimus Walker, in relation to land known as

I, JOHN EDWIN MACDONALD, a Judge of the said Court, do hereby give my certificate as follows: (1.) George Stockman and Nevil Septimus Walker respectively did, within three months after the first day of January, 1887, notify to a Commissioner under the said Act, and to the Chief Judge of the said Court, that they claimed to have severally agreed to lease the share or interest of some out of several owners of land mentioned in the said notification, and being a block of land known as Mangapapa containing 9,000 acres. (2.) I have inquired into the circumstances of the alleged agreement. (3.) The title of the said land was not, at the time of the alleged agreement, subject to any restriction precluding such alleged agreement for lease. (4.) I am satisfied that there had been an agreement as alleged, that the transaction was *bonâ fide*, and that a fair rent was agreed for.

As witness my hand, this fifteenth day of June, 1887.

J. E. MACDONALD, Judge.

Form B1.—Judge's Certificate, section 24.]

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

I, NEVIL SEPTIMUS WALKER, of Alexandra, sheepfarmer, being the person named in a certificate given to me by John Edwin Macdonald, Esquire, 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 of obtaining a lease from all or some of the owners 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 S. WALKER.

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

IN THE NATIVE LAND COURT OF NEW ZEALAND.—In the matter of “The Native Land Administration Act, 1886,” and of the notice given under subsection (d) of section 25 of the said Act, by Nevil Septimus Walker, in respect of land known as Mangapapa (Mokau) containing 9,000 acres.

I, JOHN EDWIN MACDONALD, a Judge of the said Court, do hereby certify as follows: That I am satisfied that Nevil Septimus Walker, of Alexandra, sheepfarmer, or George Stockman under whom he claims, had, before the first day of July, 1886, obtained the signature of one or more owners to a writing agreeing to grant a lease of land, being the said land known as Mangapapa (Mokau), of the share or interest therein of the person signing.

As witness my hand, this fifteenth day of June, 1887.
Form F.—Judge’s Certificate of signatures obtained to lease.]

J. E. MACDONALD, Judge.

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