

way or another. I think some of them have not been aware of that provision in the Native Lands Frauds Prevention Act about the twenty owners. Some of them have missed that point, either through forgetfulness or through not having gone into it. I think that has been the principal thing.

70. What confirmations they have given, though affected by the conditions and terms of the Lands Frauds Prevention Act, they have passed in ignorance of the provisions?—Yes; either that or through forgetfulness. What they concern themselves most about is the equity of the transaction, and not these technical questions. They overlook them sometimes. The law has been altered so often that one has to look at the date of each transaction to know what the law was at the time.

71. You think, then, it is the duty of a Judge, when considering whether he should give a confirmation order, to take into consideration the laws in force at the time of the transaction?—Yes; undoubtedly.

72. In fact, it is required by the Act?—Yes, it is required by the Act.

73. You were not aware, as I understand you, at the time, of the amendment which was read into the Act of 1896?—Only in the way I have said. In a hurried way Mr. Sheridan showed me a copy of the Bill. Of course I did not take it as official, because Mr. Sheridan has no function to refer such matters to me. It was more a conversational matter than anything else.

74. When you drafted the Bill, you had no instructions to make any provisions in respect to agreements to mortgage?—I had not. At the same time, I may say that if my attention had been called to that alteration I should not have had anything to say against it. It is a matter of policy; there is no question of law in it.

75. If that amendment was not read into the Act of 1894, the only remedy a person would have would be under the Act of 1895?—Yes; under section 11.

76. They could recover debts owing by Natives?—Yes.

77. And by a process making the debt chargeable on the land?—Yes. But in that case the Court would not give its judgment without going into the merits of the case, I refer, of course, to the Supreme Court.

78. The mere proof of debt would not warrant a charging order?—Very likely the Natives would not turn up to dispute it, and then probably it would have gone on an *ex parte* statement. The chances are that the Natives would not have appeared to defend.

79. *Mr. Monk.*] If I understand you rightly, any person taking an agreement to mortgage from the Natives in the year 1893 would be within his legal rights?—I think so.

Mr. SHERIDAN, Native Land Purchase Officer, further examined.

1. *The Chairman.*] While the Bill of 1896 was before the House, was your attention drawn to the insertion of the word "mortgage"?—My attention was drawn to the whole of the amendments generally. What occurred was this: The Bill, on the same day that it passed its third reading in the House of Representatives, was sent up to the Legislative Council, and it was read a second time *pro forma* at once. Under ordinary circumstances it would have gone before the Native Affairs Committee next day. However, late the same evening I got either a note or a message from Mr. Williams (Chairman of the Native Affairs Committee of the Council) to say that the Bill was coming before the Committee at half-past 7 o'clock or 8 o'clock, and that he would like me to be present, and asking me to attend. By the time I got down to the Committee the Bill was passed right through with all the amendments. Mr. Williams gave me a copy of the amendments, and asked me to look through them and let him know if there was anything to which his attention should be drawn, as he would have to move any amendments in the Council next day. I took all the amendments to the Chief Judge of the Native Land Court next morning, and we went through them all. Some of them were entirely new clauses, and others were alterations in the clauses sent up by the House. This amendment was in a clause sent up by the House. It was not an entirely new clause, but the word was inserted by the Council.

2. *Hon. W. C. Walker.*] Not in the Native Affairs Committee of the Council?—Yes.

3. Oh, no?—Yes; it was among the amendments made by the Native Affairs Committee of the Council.

4. Not in the Native Affairs Committee?—I am under the impression it was. The Chief Judge looked through all the clauses, and he looked at this one, and did not see anything objectionable in it.

5. *The Chairman.*] Did he tell you so?—Yes. I called his attention to it. I asked what it meant. There was very little time; not more than an hour altogether to go through the matter. However, when I went to see Mr. Williams again the Council was in Committee, and the Bill was finally passed. The Chief Judge, in going through the amendments, drafted two or three alterations. He looked at all the alterations. He objected to the alteration made in the date extending the time for winding up the Validation Court, and there was also a new clause inserted in the Bill in relation to the Tamaki Block, and he drafted a proviso which he considered should be added to it. I then took the amendments to the Premier, as the Bill had passed. He was crowded out with business, and there was a very poor chance of seeing him. I think it was the last day of the session. I also gave him the further amendments suggested by the Chief Judge. At first he said they had better stand over, as he had not time to go through them. I understood this to mean that the Bill might be dropped. However, I put them before him, and he took them to the Conference, and had the amendments suggested by the Chief Judge of the Native Land Court included.

6. Leaving that question on one side for a moment, will you look at clause 2 of the Bill which is before the Committee? I think you told us the other day that this clause 2 was quite unnecessary, alleging that the Supreme Court had full power to deal with questions arising under it, and which were met by this; and, in fact, that there was litigation going on with regard to the Piripiri Block?—What I said, or intended to say, was that the Piripiri Block was the first case which