

drew attention to this clause. I said that, as far as the Piripiri case was concerned, it did not matter much about legislation, because the question was taken into the Supreme Court, and would be decided there. But as to the propriety of the clause generally I did not express any opinion.

7. *Hon. T. Kelly.*] We have it in evidence that you stated that the clause sought to be repealed is a wrong clause, and ought to be repealed?—That is so.

8. That it is a monstrous clause, and ought to be repealed?—Well, not monstrous, but an obnoxious clause. It is an improper clause.

9. Because it gives power to the Native Land Court to validate illegal transactions?—Yes.

10. *The Chairman.*] Then, if the Chief Judge says that it is not objectionable, because there is a necessity for finality somewhere, you do not agree with him?—No. If you read the clause you can see from it that a confirmation order might be obtained by false evidence, and there is no remedy beyond providing that the person giving false evidence can be prosecuted.

11. Is not that the case with regard to all legal proceedings?—I do not know.

12. *Mr. Monk.*] There is no power to remedy an injustice done to persons through false evidence?—That is so.

13. *Hon. T. Kelly.*] This reference to the Chief Judge of the Native Land Court was not an official reference, was it? It was simply a conversation between you?—Yes; a conversation only.

14. And he supported the clause from the point of view that it would lead to finality?—Of course there was no time to consider the clause carefully. I could not decide at a moment's notice what the effect would be; neither could he.

15. I should like to ascertain the date of the first lease of the Piripiri Block to Guy and Rathbone?—December, 1886.

16. And the term?—Twenty-one years.

17. Then, it will expire in 1907?—Yes.

18. I understand it is the second lease which is now being contested?—Yes.

19. Which was partly executed?—Yes.

20. It is now before the Supreme Court?—Yes.

21. As to the validity of the deed?—Yes.

22. Do Guy and Rathbone appear in the deed?—They have been transferring from one to another until it is very difficult to tell who are in it. I think the firm was Guy and Rathbone, and then it was Rathbone and Mathews. I believe the names in the original lease were William Rathbone and Duncan Guy.

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