

shall be liable to a penalty of not less than one hundred pounds and not exceeding five hundred pounds, which may be recovered in a summary way before any two or more Justices of the Peace, and shall also be liable to imprisonment for any term not exceeding twelve months."

There were other clauses prohibiting contracts for the acquisition of land, prohibiting any Native from making, signing, or executing any instrument for the sale or purchase of the land, and declaring that any contracts in contravention of the Act were to be voided and any moneys paid to the Natives not recoverable at law or in equity.

Mr. Joshua Jones complained to the Government that this was unfair to him, as he was prevented from completing his lease that had been partially signed, and accordingly Parliament in 1885 passed a clause under the Special Powers and Contracts Act (see First Schedule to that Act, No. 17, first column) which enabled him to complete his negotiations entered into with the Native owners of the land described in the second column. The land described in the second column, however, included land outside the lease—that is, it included the whole of Block No. 1, the eastern boundary being a line drawn from the mineral spring at Totoro, on the Mokau River, due south to the Mohakatino River. This power was given by the Legislature in consequence of a report of the Public Petitions Committee of the House of Representatives, No. 17, 1885. It will be noticed that it was said he had entered into negotiations with the Natives for the lease for a term of fifty-six years of the whole block. There does not seem to us to have been any agreement in writing made with the Natives and Joshua Jones for a lease, except for the portion described in the lease of 1882. There must have been a dispute between the Natives and Mr. Jones as to what land he was to get under the lease. This is described by him in his own evidence given before a Commission in 1888 (see Appendix to the Journals of the House of Representatives, G.—4c, p. 37). In 1886 the Native Land Administration Act was passed, and it purported to control dealings in land owned by Natives. It prohibited the ordinary means that had been formerly allowed of private persons dealing with Natives. All leases had to be granted through a Commissioner. In consequence of this Act being passed, Mr. Jones said that this statute prevented him completing his lease, and he appealed to the Government to be allowed to complete his lease. A Royal Commission was set up to investigate his claim, and this Commission was issued by the Governor on the 21st January, 1888, and reported on the 20th August, 1888. In consequence of the report of this Commission a statute was passed in 1888. This statute, however, was not passed by Parliament without strong objection being taken to it by the members of the House who represented the Native people, and its important provisions were only carried in Committee by narrow majorities. That statute was passed in the last days of the session, and was exceedingly precise in its terms. Section 3 provided,—

"The Native Land Court shall, as soon as conveniently may be after the passing hereof, make partition of the said Block No. 1, in order to ascertain and allocate all the respective interests and shares of the Native owners who shall have signed a certain lease from the Native owners of the said block to the said Joshua Jones up to the date of the sitting of the Court, and the Court may require the Surveyor-General to make and furnish an approved plan of the portion of the said block to which the Natives who have signed the lease shall be entitled, and the said Joshua Jones shall, until such sitting, proceed to obtain all the remaining signatures of the Natives requisite to complete such lease."

It also provided for the registration of the said lease, and that "The Native Land Administration Act, 1886," shall not be deemed to repeal or affect the powers granted to him under the Act of 1885. It has to be observed that by sections 3 and 4 one lease alone was spoken of. That is the lease—the only lease that was in existence—dated the 12th July, 1882. Mr. Jones was allowed to get signatures to that lease up to the sitting of the Court and no further, and also allowed to have that lease registered in the Native Land Court. There do not seem to have been any new signatures