added to the lease after the passing of the Act of 1884. In 1888 "The Native Land Administration Act, 1886," was repealed, and it was provided, subject to the provisions of "The Native Lands Frauds Prevention Act, 1881," and of "The Native Lands Frauds Prevention Act 1881 Amendment Act, 1888," that the Natives might alienate and dispose of their land, or any share or interest therein, as they think fit.

We presume that it was under the authority of this Act that Mr. Jones obtained the leases from the Natives of the part of Block No. 1 not included in the original lease of 1882. It is clear that such leases cannot come under the provisions of the Act of 1888. "The Native Land Alienation Restriction Act, 1884," was repealed by the Act of 1886. It appears clear that the leases were not made by virtue of "The Special Powers and Contracts Act, 1885." The power given by that statute was to complete the negotiations for a lease that had been pending—that is, for a lease for fifty-six years. The leases granted, however, after 1888 were leases for fifty-six years, which would count from the date of the leases. That would be for three years more than was contemplated by "The Special Powers and Contracts Act, 1885." After the execution of these leases, Mr. Jones executed a mortgage to Mr. John Plimmer, on the 2nd April, 1890, over all the leases. There was a transfer under the power of sale in the mortgage by Mr. John Plimmer to Wickham Flower, of London; but by various transactions since, the leases have become vested in Mr. Herman Lewis, who has mortgaged them to Sarah Jane Le Froy, Archibald Bence Jones, Henry Kemp Welch, and Colin Campbell Scott Moncrieff. All these leases and transactions are entered on the provisional register-book of the Land Transfer Department at New Plymouth. Mr. Jones attempted by caveat to prevent registration of these transactions; but a full bench of Judges of the Supreme Court refused to allow Mr. Jones to even litigate the matter, or that his caveat should stand, on the grounds that he had by agreement in litigation in England bound himself not to contest the right of the mortgagees to proceed with the registration of the mortgage documents. This agreement was in these terms:—

"Mr. Jones undertakes not to apply to Mr. Flower's executors, to the Court here, or in New Zealand, for any further time to delay the registration of the above-mentioned documents, the present extension to the 1st March, 1907, being final."

In a petition to the House, Mr. Jones contended that this agreement or compromise was made in a suit in the High Court of Justice in England, over which suit the Court had no jurisdiction. The contention that the Court in England had no jurisdiction because the property mortgaged was situated outside England is absurd, and in conflict with a decision of the Supreme Court of New Zealand, and of many decisions of the English Courts. He stated that Mr. Justice Parker had so ruled. There is no report of any such ruling or decision, and it is in direct conflict with the decision of Mr. Justice Parker in a later case (see Deschamps *v.* Miller—1908, 1 Ch., p. 856).

Mr. Herman Lewis and his mortgagees are the owners on the provisional register, and the Supreme Court of New Zealand has decided that Mr. Jones cannot contest their right to be there.

The question that seems to us to arise is, are the existing leases valid? First, as to the 1882 lease—that is, the first lease—the lease that, in accordance with the Government Proclamation, Mr. Jones was to be allowed to complete. The Proclamation said,—

"That Joshua Jones, of Mokau, settler, shall be entitled to complete the negotiations entered into by him with the Native owners of the said lands for a lease thereof for the term of fifty-six years; and provided that the said lease *is or may be validly made for such term.*"

It will be noticed that the land was inalienable save by lease for a term of fifty-six years. This means a lease in possession, not reversion. A lease for fifty-six years commencing at a future time would be invalid. If it had been an agreement for a lease to be executed at a future time, that would have been valid (see Otago Harbour Board *v.* Proudfoot—O.B. & F., p. 119; and Dowell *v.* Dew—12 L.J. Ch., p. 158).