

Frauds Prevention Act, 1889," was passed, and section 3 thereof was as follows:—

"The words 'to not more than twenty Natives,' in section 5 of 'The Native Lands Frauds Prevention Act 1881 Amendment Act, 1888' (hereinafter called 'the said Act'), shall not apply to land owned by Natives under Crown grant, memorial of ownership, or certificate of title under either a Native Land Court or a Land Transfer Act issued before the passing of the said Act, or in respect of which an order has been made by the Native Land Court for the issue of a Crown grant, certificate of title, or memorial of ownership, or an order under 'The Native Land Court Act, 1886,' declaring the owners or persons entitled on investigation of title or partition before the passing of the said Act—

"(1.) If such land does not exceed five thousand acres in area; or

"(2.) If a contract in writing for the alienation of such land or any area or any part thereof had been made and not completed before the passing of the said Act.

"And the said section shall be read and construed in respect of such lands as though the said words 'to not more than twenty Natives' had been omitted therefrom: Provided that nothing in the said fifth section shall be deemed to prevent a lease of land so owned or the subject of such order as aforesaid not exceeding ten thousand acres."

So far as the lease of 1H is concerned, the block contains 19,000 acres and has thirty-one owners. The lease of this block is therefore invalid unless it be contended that the lease is made in virtue of "The Special Powers and Contracts Act, 1885." Regarding such a contention, it has to be noticed, first, that the words of the Governor's Proclamation do not purport to do away with the need of statute law providing for the validity of leases. We have already set out the words of the Proclamation. Further, it is clear that the Act of 1885 assumed that the lease or agreement for lease then in existence was to be concluded. This lease does not seem, therefore, to have been in pursuance of the Act of 1885, nor can it be said to have been in pursuance of the Act of 1888; but, as we have said, even if it had been a lease under the Act of 1885, that Act does not purport to alter the existing law required for the validity of a lease, and this lease is contrary to the existing law, and therefore invalid. As to the leases of Blocks 1J and 1G, we desire to point out that the leases purport to be leases by certain lessors. The leases of these respective blocks are of different dates, and the terms are all for fifty-six years. This will mean different leases, having different endings. As there is no tenendum clause fixing the date for the commencement of the leases, the term of fifty-six years must be presumed to commence at the date of the lease. The rent in every one of the leases purports to be rent paid to the lessors. The result, therefore, is that the rent is not a rent for the whole block, but a rent payable to the lessors who signed the lease. The rent under such conditions, therefore, for various leases will be as follows:—

#### *Block 1J.*

One lease commenced 56 years from 1st July, 1889: Rent, £36 per annum for the first 28 years, and £72 per annum for the balance.

Another lease of the same block commenced 1st June, 1889, for 56 years: Rent, £26 per annum for the first 28 years, and £70 per annum for the balance.

Total rentals: £62 per annum for the first 28 years, and £142 for the balance of the term.

#### *Block 1H.*

One lease commencing 1st July, 1889, for 56 years: Rent, £36 per annum for the first 28 years, and £70 per annum for the balance.

Another lease commencing 31st May, 1889, for 56 years: Rent, £35 per annum for the first 28 years, and £70 per annum for the balance.

Another lease commencing 29th January, 1890, for 56 years: Rent, £35 per annum for the first 28 years, and £70 per annum for the balance.

Total rentals: £105 per annum for the first 28 years, and £210 per annum for the balance of term.