

ance of this simple rule of law is exhibited, and other statutes are quoted as having a bearing, whereas the Mokau-Mohakatino Act, 1888, provides that, subject to the certificate of the Frauds Commissioner, such lease shall be good, valid, and effectual to the extent of the demise. This certificate is attached to the deeds.

EXHIBIT QQQ.

Attorney-General's Office, Wellington, 21st August, 1910.

DEAR SIR,—

Re Mr. Jones and the Mokau Estate.

I have read and carefully considered the memorandum submitted by you in connection with this matter, which, as you know, fully sets out the history and present position of the litigation which has taken place. I regret to say, however, that the Government feel that it would be wholly contrary to precedent and constitutional rule, in such a case as this, to interfere with the rights of private parties as determined now by the Court of Appeal by legislation. It is necessary to point out to you that such interference would establish a most dangerous precedent, apart from other considerations which arise from a perusal of the memorandum you have submitted to me. The Government therefore cannot see its way to accede to the request contained in your application.

Yours, &c.,

C. H. Treadwell, Esq., solicitor, Wellington.

J. G. FINDLAY.

EXHIBIT SSS.

AN AGREEMENT made the day of January, 1887, between WETERE TE RERENGA, of Mokau, of the one part, and JOSHUA JONES, also of Mokau, of the other part, witnesses that the said Wetere Te Rerenga agrees to act as the agent of the said Joshua Jones in completing the lease of part of the Mokau-Mohakatino Block No. 1, dated the 12th day of July, 1882, and made between the said Wetere Te Rerenga and others of the one part and the said Joshua Jones of the other part, with such variations in the terms thereof as may be necessary, and to act as such agent in obtaining a valid lease of the remaining parts of the said block, which block is more particularly described in a Proclamation in the New Zealand Government *Gazette* dated the 8th day of October, 1885, page 1180; and for such purposes the said Wetere Te Rerenga will obtain to the first-mentioned deed the signatures of all the owners of the land demised thereby, or the successors of the deceased owners, who have not signed the same, and will do all things to enable the representatives of deceased owners to obtain succession orders for the shares of such deceased owners. The said Wetere Te Rerenga will also obtain the signatures of all the Native owners and the representatives of deceased Native owners to a lease or leases for building, mineral, and pastoral purposes of the remaining parts of the said block, and will do all things necessary to enable the representatives of deceased Native owners to obtain succession orders for the shares of the deceased owners. That such last-mentioned lease or leases shall be for a term of fifty-six years from the execution thereof, and that the rent to be reserved thereby shall be one hundred pounds per annum for the whole remaining parts of the said block. And in consideration of the services of the said Wetere Te Rerenga he, the said Joshua Jones, hereby agrees to pay the said Wetere Te Rerenga for such services as follows—namely, to pay him all travelling-expenses incurred and all moneys expended by him in the due performance of this agreement, and to pay him the sum of twenty-five pounds on the completion of the first-mentioned lease, and a further sum of twenty-five pounds on the completion of the lease or leases of the remaining parts of the said block.

As witness the hands of the parties.

JOSHUA JONES.

WETERE TE RERENGA.

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