rightly, seeing that otherwise such bargains would be enforceable by law, and the Government might be called upon to support the law in cases from which disturbances might be expected to arise. The law declares such bargains void, and the bargainers are left to run the risk without other security than dependance upon mutual good faith. All necessary forms for the transfer of the property by lease are shown to have been gone through after the Order of the Court.

The first lease to De Hirsch was made in July, 1868. Messrs. Whitaker and Lundon's leases were not made until April, 1869, before which time sub-leases had been given, and many buildings (it is alleged of great value) had been erected on the ground. Messrs. Whitaker and Lundon were aware of the previous lease and sub-leases, and ought to have seen De Hirsch before they made fresh contracts. On the contrary, they took advantage of petty quarrels, and, while the leading Native was *pouri* at a supposed affront, induced the principal owner to sign.

Messrs. Whitaker and Lundon appear to have proceeded on the assumption that the original lease was technically illegal; but I consider it my duty to take a broader view of the transaction, and it is quite clear that the Parliament intended that the Court should do so. I think that the obtainining of the second leases from the Natives under the circumstances was repugnant both to public and private morality.

It is unnecessary to enlarge upon the subject, but I think it my duty at least to observe upon the impropriety, and even danger, of encouraging Natives to break their bargains; one of them said that he would make a third lease if he could get a better price, throwing over Messrs. Whitaker and Lundon, as well as De Hirsch.

The case made out before the Select Committee of the House of Representatives is somewhat altered, but its general character remains unchanged.

I, therefore, think the Court ought to exercise the powers conferred by the "Native Lands Act, 1869, and order that new or amended certificates be issued in respect of Kauaeranga No. 24 and Kauaeranga No. 16, vesting the legal estate from date of the order of the Court.

WIREMU HIKAIRO, ASSESSOR.

Many difficult words have been used by the lawyers during this investigation, which I have been unable to catch or to understand. The things I have caught are these:—

1. Mr. De Hirsch named the amount of rent money that he would give.
2. The Maoris heard the amount named.
3. On hearing the amount, they agreed to lease the land.
4. They themselves wrote their names in the lease.
5. They received the money which they had agreed to take.
6. These things were done immediately after the order of the Court was made.
7. It was after Mr. De Hirsch had made improvements on the land that it was leased to Lundon and party.
8. The high rent given by Mr. Lundon and party was heard of.
9. The Maoris offered the land to Lundon, and he accepted it with the knowledge that those were the same parties who had leased the same land to De Hirsch.
10. They were afraid, but their fears were overcome.

Now, I have carefully considered these words, and I see—

1. That according to Maori custom a man is always ill-spoken of who deals a second time with a thing which he has fairly and openly parted with. Hence the Maori proverb—"A patiki (flat-fish) is the only thing that returns to its own mud."
2. The point of the Crown grant is the order of the Court.
3. The Maoris hesitated (to lease the land a second time) because of the first lease. They were rebuked, and their hesitation ceased.

I say, therefore, that the first lease should hold good, and that this Court should make it valid.