

the operation of section 24 or 25, every one of which were of necessity invalid; for "The Native Land Act, 1873," as to conveyances says impliedly, and as to leases says in express terms, that they shall not be valid unless signed by all the owners, and as to conveyances or leases so signed by all the owners, there would be neither cause or room for the aid of the Administration Act. The true and only object of clause 25 was to enable persons with inchoate transactions to get them completed wherever they could have been completed if clauses 32 and 33 had not been passed, and that Stockman's transaction was such an one is proved by the fact of his agreement having been replaced by a lease within a few days after the certificate was granted. Holding that view of the object of the clause, I interpreted so as to best give effect to such intention. I may also observe that, despite the illegality now urged against the agreement, when the parties were before me, each claiming as Stockman's assign, not a slur was cast upon his position, though the question had, as mentioned by Mr. Richmond, been brought by me under his notice. The objection that the certificate should have been granted to Stockman in person instead of to his nominee, Walker, is at variance with Mr. Richmond's written request that I should "apportion the certificate and grant one to the company as Stockman's assign," and be it as it may, if the certificate be otherwise good, and Stockman is not dissatisfied, the matter be well left alone. As to the relief specifically prayed by the petition, I do not see how any one could object to its being granted, except on the ground that the matter prayed is unnecessary, for no Bill before Parliament affects the position. The only provision mentioned by Mr. Richmond was clause 4 of the Native Land Court Act Amendment Bill, which provides for registration of leases in the Native Land Court; but such registration, like registration under "The Native Land Act, 1873," would be entirely devoid of effect, giving no priority, nor in any wise changing the position of parties. If I am not exceeding my province I would call attention to the status of the petitioners, as it is because of that status they claim to indict the certificates. Now, the petitioners' status is either that there is or is not a relation between them and Mangapapa. If such a relation does not exist, and petitioners have no bargain as to Mangapapa, save that they will or may buy coal deposited on a wharf, then they can have no grievance personally as to the action of others affecting the land. If, on the other hand, it be contended that by reason of the agreement of the 20th February, 1885, shortly after the execution of which the petitioners' company was incorporated for the purpose of working the mine, and which they have worked, the petitioners have relation with Mangapapa, then it is possible that such contention is wrong, and that the agreement of the 20th February is absolutely illegal under the Act of 1883, and they would still be without relation to Mangapapa. I put in the original applications and certificates. I promised to do so, and I have done so.

112. *Mr. Richmond.*] Can you produce the original documents upon which these certificates were founded?—No.

113. Have you Stockman's agreement with the Natives?—The document went out of my possession the day I decided the case.

114. You have stated that there was only one document for both certificates: is that so?—The certificates were entirely founded upon the document of 1881. The second certificate was founded upon the second application made by Stockman under section 25.

115. Section 25 requires a writing to be produced as the basis of the certificate?—There was only the one document; that was the document of 1881.

116. Had you a copy of this document upon which you gave the certificate?—No.

117. Do you not consider that it was an important record of the Court?—No.

118. Was not the effect of the certificate to give Stockman and Walker the sole right to acquire the lease, for a certain period, of a large block of mineral land?—No; other people might have obtained a certificate.

119. Was the effect of these certificates the giving the holders of them the right—the exclusive right—for a certain period?—No; not the exclusive right.

120. Could anybody not holding a certificate negotiate for a lease?—No.

121. But still you did not think that they were important records?—I thought them important—not as records, but as documents.

122. Did you compare the names signed to this agreement with the names of the owners of the block?—I did not.

123. Then you do not know whether any owners of the block signed it?—As a matter of fact I do not know.

124. Have you seen the copy of the document I have produced?—I have not. [Copy produced.]

125. Do you admit that to be a copy of the agreement?—I do not recognise it; but after what you stated the other day, I have no doubt that it is. I have not read it. I could not tell that it is a copy if I did read it.

126. You did not object to any of the names that were on it?—Certainly not.

127. I clearly understand that you did not, at the time, ascertain whether any of these persons were owners of the land?—No. There was a gentleman named Richmond, a solicitor, attended, and applied for a certificate under the document of which this is a copy, and as neither he nor anybody else disputed the genuineness of the signatures I accepted them.

128. Do I understand you to say I put in an application?—You attended and applied to me to grant a certificate to you or to your company, which could only be founded upon the genuineness of that document, and neither you nor any one else disputed but that the signatures were genuine and proper.

129. I understand you look upon this as an application for a certificate under the Act?—I accepted it not as an application under the Act; I accepted it exactly for what it says. There was only your own verbal application and the application of Mr. Standish.

130. Did I inform you that I was aware that no one had a right to apply for a certificate—that there was no document in existence upon which a certificate could be founded?—No.