

The certificate under section 24 of "The Native Land Administration Act, 1886," has the effect of confirming an existing lease of certain shares of a block of land, such lease having been executed by the owners of those shares before the Act came into force.

The certificate under section 25 of the Act approves an agreement made before the 1st July, 1886, whereby the persons signing the same, being some or all of the owners who did not sign the lease before the Act came into force, agree to let their respective shares; and this certificate authorises the holder of it to obtain a lease of these latter shares or of any of them, but of no others, for the same term as is granted in the lease made before the Act came into force, and referred to in the certificate under section 24.

No power is given by the Act to those who signed a lease before it came into operation to sign a new lease of their shares, and their execution of any such new lease is illegal, even if it be identical in tenor with that signed by them before, and still more so if it differs in any material respect.

No power is given by section 25 of the Act to any person to sign a new lease who has not signed the writing purporting to be, or agreeing to grant a lease of the land or of the share or interest of the person signing, referred to in subsection (d), and upon which the certificate under section 25 is based.

It follows, therefore, I respectfully submit, that before granting your certificate in respect of the new lease, under "The Native Lands Frauds Prevention Act, 1881," it is necessary that the documents upon which the certificates issued in favour of Mr. N. S. Walker under the 24th and 25th sections of the Act of 1886, are respectively founded, should be produced for your inspection.

The first of these documents will be required, (1) in order that the term of years for which it is granted may be ascertained, subsection (d) providing that the new lease is to be for the same term as that executed before the Act came into operation; and (2) that it may be seen whether any owners who signed the first lease also executed the new one, as such execution will be illegal, even if those owners who have signed the two leases also signed the writing or agreement mentioned in the certificate under section 25.

The production of the second document (that upon which the certificate under section 25 is founded) is also obviously necessary, because the only persons who are empowered by subsection (d) to sign a lease after the coming into operation of the Act are those who, by this second document, have purported or agreed to grant a lease of their respective shares." . . .

MANGAPAPA OR MAUNGAPAPA LEASE.—JUDGMENT.—J. A. WILSON.

THE Messrs. Owen claim an interest in an agreement between the Natives and Stockman to lease the land known as Mangapapa or Maungapapa, on the allegation that an arrangement subsisted between themselves and Stockman to acquire this land from the Natives, and that Stockman had wrongfully obtained from the Natives an agreement to lease to himself only.

It is not my function to inquire into the relations, if any, between Stockman and the Messrs. Owen. My duty is to inquire into the transactions between the lessors and lessee. Messrs. Owen occupy neither position, nor are they entitled to occupy either position, if only for the reason that no act of theirs can militate against the status of the Native landlord in his right to choose his own tenant. The Natives agreed to lease to Stockman or to his appointee; they did not agree to lease to Messrs. Owen, nor yet to a partnership of which they were members. The Messrs. Owen have no interest in the agreement of the Natives to lease to Stockman. If the Messrs. Owen have a claim for breach of agreement against Stockman, or if Stockman has a claim against them, that is a matter with which, as a Trust Commissioner, I have no concern, and should be settled in some other Court, for this Court has no jurisdiction in suits of a personal character.—Application dismissed.

The agreement to lease to Stockman, made on the 27th December, 1881, was followed on the 22nd June, 1887, by a lease to N. S. Walker, claiming through Stockman, that is to say, as Stockman's appointee. The lease was signed by eighteen of the twenty-two owners of the block, upon the strength of a certificate based upon Stockman's agreement, and granted, on the 15th June, 1887, by the Chief Judge of the Native Land Court, under subsection (d) of section 25 of "The Native Land Administration Act, 1886." Here I may note that Mangapapa passed the Native Land Court on the 28th June, 1886; that the title was ascertained on the 28th September following; that the notice necessary under the 7th section of "The Native Land Amendment Act, 1883," precluded leasing until the 1st October following. When "The Native Land Court Act, 1886," came into force, repealing past Acts, and when, for the first time, and not before, it became possible lawfully to carry out stipulation in the agreement with Stockman, that the parties thereto will, as soon as conveniently may be after the said lands shall have passed the Native Land Court, and the titles thereto have been ascertained, execute a deed for the purpose of carrying into effect this agreement; and I note that the lease made in pursuance of the above—that is, the lease to Walker—was not made or commenced under the repealed Acts, but was begun and completed under "The Native Land Court Act, 1886." Hence it would seem that the operation of the certificate granted by the Chief Judge, under subsection (d) section 25 of "The Native Land Administration Act, 1886," is not limited by the two last paragraphs in the decision in the Supreme Court, *Seymour v. Macdonald*: "Existing restrictions upon the acquisition of Europeans of partial interest" having been repealed before the lease was made, and that Walker was therefore empowered by subsection (d) "to obtain a lease of all or any such shares or interest," that is, of the owners who have not already granted him a lease.

During the interval between making Stockman's agreement and executing the lease to Walker, the Mokau Coal Company (which does not appear to be registered) entered into a contract with certain Natives, the names of five of whom subsequently appeared in the title, to be supplied with coal from this land, the Natives to mine and deliver to the company at a fixed price per ton. There was a clause enabling the Natives to employ the company to mine at a price named, also a special