Mr. Justice Richmond: I do not know what "status" can mean if not the office.

Mr. Chapman: I have been attempting in my argument to show that I do not profess to understand what was meant by "status."

Sir R. Stout: I never argued, what my friend said I argued.

Mr. Chapman: My friend's argument was that the Commission as Judge was auxiliary to the Commission as Commissioner under the Native Land Act, and fell with it.

Mr. Justice Richmond: It seems to me that the power of a Judge is as nothing to the power given under the Commission. The powers given to Mr. Edwards as Commissioner in many respects exceed those which are exercised by a Judge. There is given a wider discretion in dealing with applicants to the Commission than is given to the Supreme Court with regard to litigants which appear before it. It is altogether different from the Commission of which I was the head some years ago, which simply had power of inquiry and report. The power to be exercised by Mr. Edwards as Commissioner was so extensive and, I may say, so arbitrary that I cannot wonder that it was contemplated to confer it upon an officer who should have the high status of a Judge of this Court. The powers given to the Commission over which I presided were as nothing compared with the powers conferred by the recent Act, because in the former case the power was simply that of inquiry and report.

Mr. Chapman: My friend Sir Robert Stout used not, perhaps, these words, but what amounted to the same thing, that the Commission of Mr. Edwards as Judge was auxiliary to that of his Commission as Commissioner.

Sir R. Stout: Yes; I said so.

Mr. Justice Richmond: As regards the intentions of what we may call the parties—that is perhaps scarcely a proper phrase here, but is intelligible—Sir Robert Stout argues that, at the beginning of what may be termed the bargain, the Commissionership was the service to be engaged for. The Judge's Commission was auxiliary and merely to give a standing. I will not say "a status," because its sense is not quite clear. That was the argument.

Mr. Chapman: He read the letter of 1st March without reading the letter of the 6th March, and without reading that portion of the negotiations which took place in words alone.

Mr. Justice Richmond: This Court has no power to interfere, even if a Judge's Commission was something which went beyond what the parties agreed to.

Mr. Chapman: I was going to argue that this Court cannot go behind the Commission to ascertain what was said before a Commission was issued, in order to discover whether the Commission itself is good or bad. There is another point connected with the letters. I may say at once we do not rely on the letters to show a contract to appoint Mr. Edwards a Judge. That is not the purpose for which the letters were put in. The warrant itself is the justification on that point. But the letters show something else. We wish to show that the letters ascertain and establish the salary and emoluments of the Judge, and for that purpose we rely on the whole correspondence, not merely the letters, but also the verbal correspondence. It would appear from that, that Mr. Justice Edwards was not satisfied to take a salary merely at the rate paid to a Judge. He wanted something more. When the appointment was made there was the stipulation that the salary and allowances should be the same as those of a Supreme Court Judge. The letters and conversations ascertained and established the salary. Sir Robert Stout submitted that certain letters only could be looked at. That is to say, not the letters which led up to the contract, but the final letters, which he said embodied the agreement between the parties. I submit that is not a proper way of looking at it. Supposing it were sought to make out a contract between two parties before a Judge, the whole of a correspondence would be put in, and not only that, but in all probability the conversations which led up to the correspondence would be before the Court. That would be to ascertain whether there was a consensus. Once a consensus was established, the letters making that consensus would be looked at to ascertain its meaning. And so I submit in the present case. No one letter here professes to give the whole contract—not a single one of the letters. They were not written with that object. The contract, such as it was, was by parole. It was made with the Premier when he said that Mr. Edwards would be appointed with the emoluments of a Judge of the Supreme Court. I was unable to understand on what principle Sir Robert Stout said that one letter only would be looked at. If we were dealing with the Statute of Frauds it might be a different thing. I do not say it would; it might be. However, in the present case the Statute of Frauds has nothing to do with the matter. It does not relate to the matter in the slightest degree. The Statute of Frauds is not binding on the Queen, and it could not be introduced in this case to govern a contract made with the Queen. I apprehend that it is quite well established that the Statute of Frauds does not bind the Queen, but, if necessary, I can cite authority for it. Chitty on Prerogatives, 360 and 383, and also the case of the Wellington and Manawatu Railway Company *v.* the Queen (8 N.Z.L.R., 132). In that case it was argued, at page 142,—

"The Statute of Frauds does not bind the Crown. A somewhat similar point was raised in Brogden *v.* The Queen (1), on the statute of set-off: see Chitty's 'Prerogatives' (2). It is there stated that the doctrine was doubted by Lord Hardwicke as to the Statute of Frauds; but the case mentioned—Adlington *v.* Conn (3)—shows he doubted the doctrine as to all statutes, than which nothing is better established."

It was only noticed slightly by the Court, but, I apprehend, sufficiently. Mr. Justice Williams said,—

"In order that the Crown may be said to acquire, I quite concede that all that it is necessary to prove is that there was agreement, by parole or otherwise, between the Natives and the Crown, that