a certain lease from the Native owners of the said block to the said Joshua Jones up to the date of the sitting of the Court, and the Court may require the Surveyor-General to make and furnish an approved plan of the portion of the said block to which the Natives who have signed the lease shall be entitled, and the said Joshua Jones shall until such sitting proceed to obtain all the remaining signatures of the Natives requisite to complete such lease." When the Court sat some of the Natives had signed the whole of it. This statute applies to the big piece of the land. Remember that a lot who did not sign were allocated to different parts. I wanted the lease completed, and Judge O'Brien said, "Put them here, and there" [places pointed out on the map]; and the Natives all agreed with it.

37. There is a sentence here in which you say Sir Robert Stout is incorrect?—I endeavoured to explain to you that the original document upon which the Act of 1885 and the notice in the *Gazette* were founded was before Parliament and Sir Robert Stout. Your own sense should tell you that he never signed the *Gazette* notice without having the document before him. On page 3 of his report he says, "Mr. Jones attempted by caveat to prevent registration of these transactions; but a Full Bench of Judges of the Supreme Court refused to allow Mr. Jones to even litigate the matter, or that his caveat should stand, on the grounds that he had by agreement in litigation in England bound himself not to contest the right of the mortgagees to proceed with the registration of the mortgage documents. This agreement was in these terms: 'Mr. Jones undertakes not to apply to Mr. Flower's executors, to the Court here, or in New Zealand, for any further time to delay the registration of the above-mentioned documents, the present extension to the 1st March, 1907, being final.'" If Sir Robert Stout had acted as an honourable man would have done he would have at once ascertained from me the fact that I could not carry out that agreement on account of them putting cut the false report as to the property. We will go to the next paragraph of the report: "In a petition to the House Mr. Jones contended that this agreement or compromise was made in a suit in the High Court of Justice in England, over which the Court had no jurisdiction."

38. Will you admit that?—No, I will not.

39. Is that not your contention?—No. He continues, "The contention that the Court in England had no jurisdiction because the property mortgaged was situated outside England is absurd, and in conflict with a decision of the Supreme Court of New Zealand, and of many decisions of the English Courts. He stated that Mr. Justice Parker had so ruled." That statement is not true; Jones never said so. Jones said Justice Parker expressed an opinion; he did not rule it. That is different to a decision. Then he goes on further to say, "There is no report of any such ruling or decision, and it is in direct conflict with the decision of Mr. Justice Parker in a later case: see Deschamps *v.* Miller."

40. What petition was Sir Robert Stout referring to?—A petition that was never investigated—the petition to the Lower House in 1908.

41. What is the petition—can we get it?—It is the petition of 1908: "That in July (query, August), 1907, I commenced an action in London for redemption. That after the long vacation the executors moved in November to have the action struck out on the grounds of its being frivolous. That Mr. Justice Parker dismissed the motion, stating that the suit was not frivolous, but a most important one, and should proceed. That a short time later Justice Parker expressed the opinion that the only place where such action could be legally tried was in the colony where the property was situated." That is not a decision. Sir Robert Stout says in his report that it is a ruling or decision.

42. He says that you contended "that this agreement or compromise was made in a suit in the High Court of Justice in England, over which the Court had no jurisdiction"?—In the same petition of 1908 I say, "That a short time later Mr. Justice Parker expressed the opinion that the only place where such action could be legally tried was in the colony where the property was situated. That my leading counsel, Mr. Edmund Buckley, gave me the same opinion. That acting upon these opinions—the two most valued in England upon such matters—I returned to New Zealand in order to enter the action here, having informed the solicitors to the executors in London that I intended leaving, and the action became struck out after I had left."

43. Will you go on to show what you object to in the report?—"Mr. Herrman Lewis and his mortgagees are the owners on the provisional register, and the Supreme Court of New Zealand has decided that Mr. Jones cannot contest their right to be there." But the Supreme Court said, "We will not allow you to contest it." It was the duty of the Chief Justice to have said, "We intend to allow him to go to the Privy Council." Then he goes on to say, at the foot of page 3 of the report, "The question that seems to us to arise is, are the existing leases valid? First, as to the 1882 lease—that is, the first lease—the lease that, in accordance with the Government Proclamation, Mr. Jones was to be allowed to complete. The Proclamation said, 'That Joshua Jones, of Mokau, settler, shall be entitled to complete the negotiations entered into by him with the Native owners of the said lands for a lease thereof for the term of fifty-six years, and provided that the said lease is or may be validly made for such term.' It will be noticed that the land was inalienable save by lease for a term of fifty-six years. This means a lease in possession, not reversion. A lease for fifty-six years commencing at a future time would be invalid." Then he quotes other titles, the Otago Harbour Board and other rubbish which is not applicable, for the reason that it was laid down by Sir Frederick Whitaker that where a special statute applies to a particular thing no other statute applies. Sir Robert Stout did not seem to be able to distinguish between a particular thing and a general statute.

44. He made a mistake then, you think, in law?—I do not admit that he made a mistake. Then he goes on to say, "But the term of this lease begins about a year after its date, though under a covenant the tenant is assumed to be entitled to possession at once. It is a lease not in possession. If it were held to be in possession the term is beyond the term that was sanctioned