inasmuch as it refers back the title to its true commencement, it has the merit of conforming to the general intent of the statutory provisions, whereof the words in question form a part. That general intent gives, we conceive, the best, indeed the only, key to the interpretation of language confessedly incorrect and obscure.

23. It remains to be considered what was the operation of "The Crown Grants Amendment Act, 1867," section 7, upon section 75 of "The Native Lands Act, 1865," and the other laws (if any) which still restricted or prohibited the alienation of this particular class of Native lands.

Read as we construe it, the enactment in substance is, "That all deeds executed by Native grantees after the dates of the orders in their favour shall, for the purpose of completing the titles of parties to such deeds, but for no other purpose, be deemed to have the same force and effect as though Crown grants had been executed at the dates of the orders."

Alienation between the date of the order and that of the certificate thus appears to be recognized; the clause operating to this extent as an implied repeal of section 75 of "The Native Lands Act, 1865." If this be the correct view, the leases to De Hirsch and Graham were valid instruments.

24. But to this view it is objected that the enactment had a totally different object, the provisions of which it forms part being a mere conveyancing device to obviate technical difficulties, caused by delay in the issue of Crown Grants, and by no means intended to effect substantial changes in other branches of the law. It is only a question of vesting a dry legal estate. The words "for the purpose of completing the titles of the parties to such deeds, but for no other purpose," are relied on in support of this objection. It is further objected that, at all events, the effect of the 7th section could not be to sanction transactions which as the law then stood were illegal; or even to validate transactions which as the law then stood were void.

25. To each of these objections there is a satisfactory answer. It cannot be said that the provision is *alio intuitu*.

Subsection 1 refers by name to the Native Lands Court, and expressly deals with the subject which it is said not to affect. The sole purpose of the subsection is to give legal validity to transactions entered into by *Native* grantees prior to the issue of their Crown grants. True it is that, in the case of grantees of European race, the provisions in question deal only with a dry legal estate, complete property, in equity, being already vested in the grantees or their assigns. But the case of Native grantees is wholly different. There the right of alienation depends upon the issue of a Crown title. In appointing the time from which the Crown title of a Native shall date, the Legislature is determining the commencement of his power to sell and lease to Europeans.

26. The validity of alienations prior to the issue of the Crown grant being thus within the purview of the clause, a date is taken for the ante-vesting of the Crown title, which is inconsistent with the maintenance of the restrictions contained in section 75 of "The Native Lands Act, 1865." This result, it will be observed, is independent of the construction put by us upon the term "interlocutory." Whatever meaning is given to that word in subsection (1), it will still appear that transactions prior to the issue of a certificate are, in some cases, recognized and made valid. We might, indeed, have been slow to admit the effect of the subsection as an implied repeal of section 75, had it appeared that such a construction would introduce any important change in the policy of the law concerning a most important subject. A clause of this kind is no fit or probable instrument of a great innovation. Were the issue of the certificate, under "The Native Lands Act, 1865," the cardinal point in the change to English tenure, as it was under the Act of 1862, it might be believed that a question of policy was involved; but it is not so. Certificates under the Act of 1865 are of a merely formal character. There is no reason for making a difference between transactions before and after certificate issued. As suggested by the Chief Judge of the Native Lands Court, the provision in section 75 was doubtless taken, unthinkingly, from section 30 of the previous Act. Section 7 of "The Crown Grants Amendment Act, 1867," corrects this mistake, thereby effecting no change of policy, but merely the abolition of a senseless and inconvenient distinction.

27. The reasons for implying a partial repeal of section 73 of the Constitution Act, are much the same as those adduced in favour of a partial repeal of section 75 of the Native Lands Act; always supposing that the prohibition contained in section 73 be not confined to tribal property, but would include transactions such as are now in question.

Assuming such transactions to be within the terms of the prohibition, it has to be considered that the policy of section 73 was not *res integra* when the Crown Grants Act of 1867 was passed. That policy had already (on the supposition just made) been broken into by "The Native Lands Act, 1865."

The innovation introduced by section 7 was a trivial one, merely removing an anomaly in the provisions for giving effect to the new Colonial policy. Under the circumstances, there is no difficulty in implying, if necessary, a further partial repeal of the Imperial Statute.

On the whole, we arrive at the conclusion that the leases to De Hirsch and Graham, made in 1868, were valid instruments at and from the time of their execution, and the title of those persons actually needed no aid from the enactment of "The Native Lands Act, 1869," section 8.

28. We say that the title of De Hirsch and Graham needed no aid from the Act of 1869;