These lands were under negotiation to Mr. Wilson, and had been proclaimed under section 42 of "The Immigration and Public Works Act, 1871." The title having been investigated, judgment was given in favour of the claimants on the 8th July. Neither Mr. Wilson nor the District Officer was present at the Court, but Captain Porter was present in the latter capacity during a part of the time. During this sitting of the Court the Natives, who had before negotiated with Mr. Wilson, signed a conveyance to Cooper. On or about the 13th, Mr. Campbell, Resident Magistrate of Waiapu, attested their signatures; on the 20th, Cooper brought his Natives into Court to ask that their acknowledgement of their deed might be taken; the deeds were produced, the duty was assessed, and a note of the amount payable was made on them. A memorandum also of the professed sale to Cooper was indorsed on the orders for memorials of title. Of these proceedings Mr. Wilson complains as wrong, because the Judge ignored the Proclamation, and the notorious fact that the land had been sold to the Government. To this it is replied that the Proclamation had not been put before the Court, and that the Natives had received a letter from Mr. Wilson to the effect that he could not come because he had at that time no money for them. Here, as elsewhere, we have not to decide whether Mr. Rogan rightly interpreted the law, but whether he acted in good faith and according to the best of his judgment. He appears to have hesitated at first, and afterwards to have recorded the transactions on the understanding that Mr. Cooper was to take the risk of any legal difficulties. This understanding, which we believe has been called a "stipulation," even by Mr. Rogan himself, of course goes for nothing, and is altogether beside the business of a Judge; but we think it is not surprising if Judge Rogan felt a little puzzled as to what he ought to do.

It would seem that what was done was intended as a compliance, so far as circumstances would admit, with the provisions of section 59 and following sections of "The Native Lands Act, 1873." But it is clear that section 59 supposes that a memorial of ownership has been drawn up, in which case a memorandum of transfer is to be signed by the Native owners, and a certificate of the completion of the sale is to be indorsed upon the memorial of ownership. It is clear that these conditions were not complied with in the case before us. There was no memorial of ownership, but only an order for the same, and it appears to be the practice of the Court, by the authority of the Chief Judge, that these orders should be forwarded to Auckland, where the memorials are made out after the expiration of the seven months allowed by law for the contingency of a rehearing. It appears, therefore, to have been thought that as the title of the vendors existed as yet only in an inchoate condition, so the transfer to Cooper might be put on a corresponding footing, by indorsing on the orders for memorials memoranda which might be converted into complete transfers when the memorials themselves should be made out. But it does not appear clear that these indorsements could have any legal effect. It would still be open, by making representations in the proper quarter, to prevent a memorandum of transfer from being drawn up; or the Government might refuse a Crown grant under section 61; or lastly, the effect of the Proclamation might be to make the sale to Cooper entirely void *ab initio*. From any point of view, the indorsements on the orders for memorials seem to amount to nothing more than memoranda that certain Natives had said and acknowledged certain things in the presence of the Judge. If they had said and acknowledged such things, could there be any harm in making a note to that effect? On the one hand, Mr. Cooper might urge that if the sale was fully agreed upon between the owners and himself, he was entitled to have the transaction recognized by the Court; and on the other hand, it may be said that it is the duty of the Court, under section 59, to "make inquiry into the particulars," and to certify "that no difficulty exists in respect of the alienation." The Proclamation, had it been before the Court, would seem to have presented such a difficulty; but we are not prepared to blame Judge Rogan for not taking cognizance of what was not judicially before him. Neither do we see anything in the case to show that he acted from partial motives in giving any recognition to this sale. There has only been one circumstance mentioned which seems to lend any colour to such a supposition. Mr. Wilson states that Mr. Rogan, in the case of the Te Marunga Block, had refused to note a sale for the Government because the seven months allowed for a rehearing had not expired. Mr. Wilson says that he expressed a wish to get this ruling from the Bench, upon which Mr. Rogan expressed his desire that he would be content with what he then told him. Mr. Rogan does not remember this conversation, and thinks that no weight ought to attach to what was said at interviews taking place in the street. He also says that the only occasion on which he had noted a transfer of the kind was for the Government. The instance of Te Marunga can never prove more than that Judge Rogan expressed in the street an opinion from which he afterwards departed in his capacity of Judge. This seems too slender a foundation for a charge of partiality or prejudice.

Upon the whole, we are of opinion that the only satisfactory way of treating this business is simply to regard it in its legal aspect, and inquire how far the rights of the various parties have been affected by what has been done; and we beg to recommend the case to the consideration of the Government from that point of view.

We must notice, in concluding this part of the subject, that had Mr. Wilson attended that sitting of the Court, the whole difficulty might have been avoided. We must also add that we see no warrant for the use of the term "surreptitious" by Mr. Wilson, as applied to any part of Judge Rogan's conduct.

The next part of our subject is that relating to the block of land known as Mangorara No. 2, near the township at Tolago Bay. This matter will not detain us long, although in its legal aspects the business seems sufficiently complicated. In so far as there is any complaint against Mr. Rogan, it seems to be implied in the concluding part of Mr. Wilson's letter to Mr. Clarke, of the 2nd September, 1876, in which he desires that Judge Rogan "should be urged to perform his functions *re* this very important public matter." The "functions" which Mr. Wilson wished Judge Rogan to perform are explained in a letter from him to Mr. Locke, of the 5th September, 1876, in which he asks the latter, as District Officer, "to obtain a hearing in the Native Land Court shortly, and an award for this block," in order that Mr. Wilson might be able to complete the title for the same. This block had been the subject of negotiations for sale to Captain Read, and in October, 1874, Mr. Wilson purchased Captain Read's interest, and carried on the negotiations with the Natives. But these negotiations were interfered with by Mr. Michael Mullooly, who entered into negotiations on his own account with the Native