Natives to give a lease after the land had passed through the Court. The words in both cases were that the Natives would give a lease to the person "when they lawfully could after the land had passed through the Court." I took the position to be that, inasmuch as the land had not gone through the Court, it could not be accepted as the basis for certificate under sections 24 and 25 of the Act. Against that, it was argued that all the transactions which were intended to have ultimate effect given to them under sections 24 and 25 were invalid, and it was only because of their invalidity that the aid of these sections was required at all. All the transactions that took place under sections 24 and 25 were more or less invalid, and it was for the purpose of validation by authorising the getting of the remaining signatures that the sections were passed. I am now trying to repeat the arguments that were advanced before me.

122. *Sir G. Grey.*] I understand the misfortune to be that the agreement was made before the land had passed through the Native Land Court?—That is so. It was further urged that the agreement was not an infraction of the law, inasmuch as it was merely an agreement to do a thing when the persons promising could do it lawfully, and not before.

123. The agreement was that the Natives would give a lease when they lawfully could?—Yes; and that is when the land had gone through the Court. Those are the words in the document.

124. The answer to that is that the agreement was not lawful?—It was urged that the agreement was not illegal or unlawful, but was simply ineffective or invalid. It would be precisely the position of every lease that was dealt with under the clauses which had not been signed by all the owners.

125. I do not understand that?—There is a clause in "The Native Lands Act, 1873," which provides that a lease shall not be valid until it has been signed by all the owners; there is another clause in the same Act which provides that a lease or agreement shall not be valid if made before the land has gone through the Court: so that, whether a transaction was in the predicament of one clause or another, it would have this common characteristic—that is, it would be invalid.

126. What clause is that?—The clause as to agreements being invalid before the land goes through the Court is clause 87 of the Act of 1873, if I remember right. The other clause as to leases being invalid until all the owners have signed is section 61. Then the argument went on: We admit that the document upon which we base this application is not one which can be sued on, because it is invalid; but it is not made illegal, inasmuch as it was signed before "The Native Land Laws Amendment Act, 1883," was passed, an Act that made such a transaction illegal. One other argument was urged before me which I confess is most likely the one which had the greatest effect—an *ad misericordiam* argument that, "If you refuse your certificate, whether you are right in doing that or not it will preclude our getting our transaction completed. We cannot get the transaction completed without your certificate; therefore by refusing it you may do us irrevocable injury." To that I asked, "Are you satisfied that if the true view is adverse to your contention my certificate will be a nullity?" The counsel conceded that. I then further explained that if my certificate were not good in law any signature to a lease obtained on the authority of that certificate would be bad—the signatures would be unlawful, and the lessees be subject to penalties under clause 33 of the Native Land Administration Act. I have been telling the Committee what took place in the Napier case, which came before me long before Stockman's.

127. *Mr. Hutchison.*] What was the Napier case?—I do not remember the name of the supposed lessee. I applied the same reasoning to Stockman's case that had been applied to the Napier case, and announced my intention to grant the certificate. Then came the question between Owen on the one side and Walker on the other. Whatever negotiations Mr. Stockman might have had with the company or with Mr. Owen or with Mr. Walker, none of them produced any writings to me upon the subject with the exception of the agreement between Stockman and Walker, which I had decided had no bearing upon the matter. But, each claiming from Stockman, I left it to him there and then to say to whom he proposed to transfer the benefit of the certificate, if he proposed to transfer it at all. He said that he desired it should be made out in Walker's name. He signed a memorandum to that effect, which was written there and then, and I granted Mr. Walker the certificate. I informed Mr. Walker's solicitor that I had done so, and also informed him that I had grave doubts of the validity of the certificate, for the reasons which I have already mentioned. I believe my connection with the matter ends there. Although there is an action in the Supreme Court in which all these questions are raised, I am not made the defendant, so I have nothing to do with it.

128. *The Chairman.*] Is that all you have to say?—Nothing more occurs to me at present. I do not think it is necessary for me to go through the petition. I do not think I could say anything more, usefully.

129. *Mr. Hutchison.*] You have referred to a Napier case?—Yes.

130. Was the contract there for a lease?—Yes, it was for a lease in precisely similar terms.

131. Was it a lease for more than twenty-one years?—No, the Napier lease was for twenty-one years.

132. That is, such a transaction as, if completed, would have been legal?—No; there is the fact that the land had not gone through the Court. In both cases the land was not through the Court.

133. There is a further distinction in reference to Stockman's case—there is a contract for a lease for more than twenty-one years?—I am speaking from memory, but my belief is that the document produced to me was an agreement for a lease for twenty-one years, and not a longer term. My memory leads me to that view, because when I heard that the lease which Walker obtained on my certificate was for a term of thirty-three years, it struck me that the lease was bad; but, as that was no business of mine, I took no notice of it.

134. Your recollection of the contract produced to you was a lease for twenty-one years?—Yes.