

135. In the copy of the memorandum of agreement [produced] there are the words "forty-two years" and "ninety-nine years"?—My impression still is that the document produced to me was for twenty-one years.

136. Then it could not be the original of which this is a copy?—It might have had another alteration. I certainly say my belief is that the document the basis of my dealing was for a lease of twenty-one years.

137. This document purports to be an agreement with a man named George Stockman?—Yes.

138. You will also observe that Stockman is the person interpreting the document between the Natives, the Justices, and probably himself also?—Yes, possibly. [It transpired that Stockman the contractor and Stockman the witness were father and son.]

139. Was your attention directed to anything of that kind?—No. No one questioned this document before me, because everybody wanted the benefit of it.

140. There was some duty in the Court to see that the Natives were fairly dealt with?—I was under no obligation in the matter: my certificate only authorised the people to get a lease if they could.

141. The certificate would only issue upon a contract made prior to the 1st July, 1886?—Yes—the agreement.

142. Do you not consider that there was some duty in the Court to see that one of the contracting parties enumerated—the Natives—had been dealt with in a fair and proper manner in the obtaining of that contract or agreement?—I did not go into that question at all.

143. If this is a copy of the document which was presented to you, and which you perhaps would look into very carefully, is it a document upon which you consider you could grant a certificate?—Subject to its being signed before the land went through the Court, certainly.

144. An agreement for ninety-nine years, said to have been executed by the Natives through the interpretation of Stockman, who was taking an interest in it—that would be a document that you could issue a certificate upon?—My attention was never called to it.

145. Suppose this is a copy of the original document, and your attention were called to it, as I think it ought to have been, is that such a document as you would have given a certificate upon?—Apart from all other objections, yes.

146. That is, objections as to its referring to land that was not through the Court?—Just so. Of course my certificate was given simply upon the basis that the person asking for the certificate had before the 1st July, 1886, entered into some sort of negotiations which might have ultimately led to the getting a lease, assuming that the 32nd section of the Act had not come into force. My certificate took no estate from the Natives, and did not prejudicially affect them. It simply relieved the proposed lessee from the prohibition against getting signatures to a lease if he could. Whilst the law stood, the lease could not be for a longer term than twenty-one years. In the case of a longer lease you will find it decided by the Supreme Court that the greater term went for nothing, but that the twenty-one years would still hold good. I am still of opinion that the document I dealt with was for twenty-one years, but I am prepared to take it either way.

147. Do you consider that your certificate authorised the person claiming upon the contract to acquire an estate in excess of twenty-one years?—At the time I granted my certificate the law was altered. The Act which limited a lease to twenty-one years had been repealed. You will see that I had no duty whatever in respect to what persons did on the strength of my certificate: that was entirely their business. I merely gave my certificate for what it would be worth.

148. Mr. Russell was solicitor for Walker?—Yes.

149. In view of further legislation, would it not, in your opinion, be advisable that the certificates under sections 24 and 25 should go into the particulars of the case, so as to set out the contract—to ear-mark it, in short—to set out the names of the owners—those who contracted—and the estate which they are at liberty to acquire or purchase?—I think it would be useful.

150. Could that not be done by rules without any alteration in the Act?—Supposing the Bills now before the House pass in their present form, we should be in the position I was in in acting under section 24. The Act came into force on the 1st January. I hold—and I think rightly—that notifications under section 24 could not be sent in until the Act came into force. The object of the whole proceedings was to get the certificates, to enable persons to get further signatures, and those signatures could not be lawful after the 1st July. The whole thing had to be done before the 1st July. It was working against time throughout. There were many applications which were not dealt with at all, and some people were kind enough to say it was through my fault in not attending upon them. I did keep a record, which really does give the information necessary.

151. Where is that record?—It was produced to the Legislative Council, and has not been returned to me since.

152. You mean the notes you took while this application was being heard?—No; a record setting out the notification of the land and what was done with it. Speaking from memory, the number dealt with was 490 odd.

153. Did you note the original contract addressed to you, and the fact that you issued a certificate?—Yes; I put a memorandum on each document, giving the place and date of production and the number of the certificate.

154. It would considerably surprise you, on the production of the original, to find that it contains no other term than twenty-one years?—It would not surprise me. I have given up being surprised. I thought Mr. Walker had made a mess of it when he took a lease for more than twenty-one years, forgetting the alteration in the law.

155. In 1881 no person could obtain a lease for more than twenty-one years?—No.

156. You have power under the present Act to make rules?—There is no power to make rules under the Native Land Administration Act.

157. You have it under the Native Land Court Act?—Yes. It is hardly worth while making rules.