II.—*Hohepa Waikori's Case.*

Hohepa's dog worried and killed nine sheep on a station, and Hohepa was threatened with legal proceedings, and consequent imprisonment, and his dog was confiscated. Hohepa went into Gisborne, and arranged to give his share in this block, Puhatikotiko No. 1, "in payment for the crime of his dog." The value of the nine sheep was not proved to us, nor was it shown that any sum was agreed upon as the value of the share; but Hohepa stated that he was "satisfied his dog did the damage," and also satisfied that "his share should be given in payment for that damage," and "was quite satisfied with the transaction when it was completed," and he said that he signed a conveyance selling the share for £12, the price then current for shares in No. 1.

It is urged against this purchase that section 5 is not complied with, because "the Native owner has not received the £12 stated in the deed as the consideration for the alienation intended to be effected." This transaction, however, appears to the Court just the same in effect as if the purchaser had spoken to the vendor as follows: "Your dog worried nine sheep—our damage for that worrying is £12. We are buying shares in Puhatikotiko No. 1 for £12. If you sign a conveyance of your share for £12 it will square the transaction. When you sign the deed I will hand you £12 for the price of the share, and you will then immediately hand me back the same £12 as the price of the worried sheep." Now the parties do not appear to have gone through this pantomime, for they did not foresee in 1882 that in 1892 an Act of Parliament would be so worded that the omission of this empty pantomime could be raised as a fatal objection to an exceptionally honest and straightforward transaction.

We shall therefore certify that this transaction ought to be validated. It is certainly within the spirit and intent of this Act, although outside the words of section 5.

III.—*Hemi Tutoko's Case.*

Hemi Tutoko owed William Cooper £45 15s. 6d. on a promissory note, dated the 30th July, 1880. He came down to Gisborne on the 21st March, 1882, to sell his shares in this and another block to pay Cooper a part of his debt then due. Cooper says that he and Hemi Tutoko went together to the office of Mr. Goudie, who was purchasing these shares. Cooper waited outside while Hemi went inside for the purpose of selling, signing the deeds, and receiving his money. After a while Hemi came out and paid him (Cooper) £20 on account of his debt. Hemi Tutoko denies this statement, and his version is as follows: He swears that his debt to Cooper was only £3, and not £47, and he says that Cooper went in along with him to Goudie's office, and that it was Cooper who received that £3, and not he (Hemi). Hemi's version of the facts appears to us to be untrue for the following reasons: Hemi knew at the time that the price of the shares was at least £10; for his wife signed her name next below his, and he further admits that she received her £10 in his presence, and that he again signed his name below her name to signify his assent as her husband. His daughter also sold her share at that time, and she received £10 to his knowledge. Yet he now swears that at that time he did not know the price of his own share, and that what he parted with it for was only £3, and that Cooper received that £3 from Goudie. Finally, after much cross-examination, he falsified all these particulars by giving a different version of his "agreement with Cooper." He said that his agreement was "that Cooper should receive £10 (not £3), and return him (Hemi) £7." "But," said he, "I won't stick to that agreement now. I now want my land back." Our conclusion from the evidence is that Hemi was paid his £23 purchase-money fully and fairly, and we shall certify this sale as proper for validation.

IV.—*Pera Tutoko's Case.*

Mr. Day, the counsel for the Natives, did not call our attention to any circumstances of this case as taking it out of the statute, and he called no witnesses in respect of it. Mr. Charles D. Bennett, on the purchaser's side, swore positively as to the signing of the deeds, and also to the payment of the purchase-money, in these words: "I swear that the money put in the column opposite their name [three names, including Pera's name] as the consideration was paid in my presence—that is to say, £12 in each case."

We shall therefore certify this sale as proper for validation.

V.—*Rena Parewhai's Case.*

In this case a judgment was recovered in the Supreme Court against Rena Parewhai, and her individual share in this block, held under memorial of ownership under the Act of 1873, was seized and sold by the Sheriff to William Cooper in 1890. It was admitted that the judgment and Sheriff's sale were all in regular form, so that had the defendant been a European the property would have passed. But Mr. Day argued that inasmuch as this undivided share could not have been lawfully sold by Rena Parewhai herself without the assent of the other owners, &c.; and as section 88 of the Act of 1873 prevented such a share being lawfully seized and sold by a Sheriff under judgment of any Court, and as since the repeal of that section of the Act of 1873 the share would still be unsaleable by a Sheriff, at all events without the like assent and compliance with requirements as on a sale by Rena herself, therefore the seizure and sale by the Sheriff in this case must be treated as unlawful, and the Sheriff's deed could pass no estate, and Parliament could not have intended that this kind of illegality should be validated.

Mr. Day cited many cases decided in the Supreme Court, showing that Rena Parewhai's share would not have passed to her assignee in bankruptcy (a bankruptcy being a general execution for all creditors) and argued that these cases all applied as much to Sheriffs' seizures and sales as to seizures and sales in bankruptcy. He cited the Interpretation Act of 1878 to show that the repeal of the Act of 1873 could not affect the nature and incidents of titles held under memorial of ownership, and that as no execution under a judgment could during the lifetime of the statute affect such