unusual precaution of putting a clause in the statutory declaration signed by the minor that he, the minor, was of full age. A few days after the sale Peka Kerekere, the father and trustee, having heard of the transaction, went to Mr. Ferris, upbraided him for taking his son's signature to a transfer, and he (Peka) as trustee verbally repudiated it as a transfer of any interest in the share. The deed of sale signed by the minor was afterwards taken before a Frauds Commissioner, and is alleged to have been passed by him without any notice to the trustee, Peka Kerekere, and thus Peka Kerekere did not attend and resist the Commissioner's certificate being given.

Mini is now of full age, but he has never during the interval between the end of his minority and the sitting of the Validation Court (seven years) taken any steps to set aside his deed of transfer or repudiate the sale. His own statement is that he did not do so because he was ignorant that he had any right to do so.

Under these circumstances, Mr. Day insists that Mini Kerekere's transfer conveyed nothing. Secondly, that the transaction was at once repudiated by the trustee, and that such repudiation renders the transfer void: that, even without any repudiation, such a contract by a Maori minor is absolutely void, and not (as was formerly the case with similar contracts under English law) voidable only; and that, to treat it as only voidable and now confirmed because Mini has allowed seven years to pass without repudiating it, would be contrary to New Zealand public policy. That policy, Mr. Day contends, is shown all through the legislation affecting the Maori race to be a policy of protection to the Maori against his own imprudence, and his liability to be cheated by the more cunning if not more unscrupulous European. Mr. Lysnar, *contra* for the purchaser, insisted that the minor could sell and did sell by a voidable contract, and that not having avoided it for seven years it would be according to English law valid and beyond repudiation by him. Numerous authorities, both English and of the New Zealand Courts, were cited by Mr. Day and Mr. Lysnar. The English cases showed that it was the law in England up to the year 1874 that if a minor sold real estate *then vested in himself* his contract was not void, but voidable only, and that such contract, not repudiated by him within a reasonable time after he came of age, would be treated thenceforth as binding upon him. No case, however, was cited to show whether a sale by a minor, whose whole estate, both legal and equitable, was at the time of the contract of sale vested in a trustee, would or would not avail to pass any estate or interest either present or prospective. There are no recent English authorities, because the English people overruled the previous decisions of English Judges, and declared in 1874 through their Legislature by statute that all such contracts by minors are absolutely void, and no longer merely voidable—a fact which shows that the current of English thought is against allowing usurers and unscrupulous speculators any longer to tempt youths of fortune to part with their estate before they have reached years of discretion.

One colonial authority was relied on by Mr. Lysnar: Johnston *v.* McKay, L.R. 2, Supreme Court, 156 (year 1884, N.Z.), as showing that a sale by a Native whilst he was a minor was held to be only a voidable contract, and therefore good against a purchase from the same Native after he came of age; but that authority is not in point to the present case. The only point decided in that case was that the "Statute of pretenced Titles" (passed in the reign of Henry VIII.) forbids and renders void any transfer of his interest by an owner whose land is out of his possession, and held by some person adversely to him; and the Chief Justice in that case held that the possession by the plaintiff Johnston, whether that possession was founded on a good title or not, was adverse to the Maori minor from the date of Johnston's purchase from him, whether that purchase was lawful or not, and that such adverse possession rendered void the subsequent sale by that same Native to Mr. McKay. The decision simply amounts to this: that, even if the Maori might himself have ejected Johnston—which clearly he could do if he had done nothing to validate the voidable contract—purchaser McKay could not eject Johnston. That is all that the case decided. But, even if it decided, as it is contended, that the contract of a Maori minor to sell his estate vested in himself was voidable and not void, such decision would still fall short of this case of Mini Kerekere, for his estate when he contracted to sell it was not vested in himself, but in his trustee. I see no words in the judgment of the Chief Justice in the above-cited case of Johnston *v.* McKay showing that, if Johnston had purchased from the infant an estate then vested in his trustee, the contract so made would have passed any estate whatever to Johnston. Johnston *v.* McKay is therefore not an authority governing this case. We think, also, that to certify in favour of this sale would be to tear up by the roots all the statutable provisions for the protection of Maori minors. Even after Maoris arrive at man's estate they are, as Mr. Day urged upon us, looked upon as still under tutelage and protection. They are frequently restricted from selling at all. They can make no transfer, except in presence of special classes of witnesses selected as reliable persons, who will see that they are treated fairly. Even then the sale is not complete, for an examination has still to take place before a Frauds Commissioner, whose very designation tells us what his duties are as to the protection of the Maori. If such be the provisions of the law as to adult Maoris parting with their estate, what a mockery it would be to hold that a Maori youth just arrived at the time of life when money is eagerly sought for for his pleasures, and when he is most sure to listen to the voice of the tempter, may sell his estate, even though that estate be then vested in a trustee for protection against that very contingency. Ferris bought from Mini Kerekere, knowing him to be a minor. He pretended to disbelieve Mr. Jones's warning, but he took care to make Mini's declaration state that Mini was of full age, so that he could prosecute Mini for perjury in case Mini, when he reached majority, should repudiate the bargain.

A point was made by Mr. Lysnar that the Order in Council appointing Peka Kerekere as trustee was not in existence at the date of the sale by Mini. Mr. Day, however, showed us that according to New Zealand decisions the estate was in anticipation of the Order in Council, contingently vested in Peka Kerekere by the recommendation of the Native Land Court that an Order in Council should be issued, and the subsequent issue of the Order in Council confirmed that recommendation, and gives a title from its date just as a decree of a Court of justice will defeat every attempt pending litigation to render such decree ineffectual when it comes.