

declaration there was nothing in it about £6 at the time he signed it. He persisted throughout his examination in declaring that no money whatever was paid to him, except £2 given to him by Ferris, the agent, on account of the £20, but he did not explain why he swore and signed a declaration which he had observed at the time did not state the amount of the purchase-money. The evidence given in contradiction of his story fully proved that he had been paid £6, and the Court does not credit his statement that £20 was the purchase-money agreed upon. We can see no reason why Iopa should receive £20 when the price paid for similar shares to all the other vendors in the block was only from £5 5s. to £6.

We shall therefore certify that this sale is proper for validation.

II.—*Mihaere Parahi's Case.*

This Native signed the conveyance and received payment on the 19th January, 1885. He was then about twenty-five years old. He is now alleged to have been a minor at that time, aged about twenty.

On the 9th July, 1883, this vendor was appointed successor to Heterika te Oikau, and on that occasion he was represented to the Court as being eighteen years of age; and an application was made for appointment of a trustee for him. The order was granted, but it was so granted on a misrepresentation to the Court, and therefore, as against third parties whom it is now sought to injure by it, it should be treated as a nullity. The share to which Mihaere succeeded on the occasion when he was declared to be under age was not the share in dispute between him and Mr. Tiffen. The share he sold to Mr. Tiffen is a share he has all along held in his own right; therefore it would not be proper that we should treat the statement of his age in the order appointing the trustee as an estoppel upon Mr. Tiffen, because section 9 of the Act of 1878 created a statutory estoppel. That section says that "for all purposes the time at which the minor shall be deemed to have attained his majority shall be computed from the age fixed by the Court." But those words "for all purposes" must be read to mean all purposes connected with the "share of interest in land" then being dealt with by that Court. To stretch the words so as to include shares that the Court was not then dealing with would be contrary to the usual canons of construction of statutes, and it would impose upon every purchaser of Native land the necessity of searching the records of every Native Land Court throughout the island to see whether some trustee-order, hidden away in some distant block, might not affect the land he was purchasing. In addition to these reasons for not treating the trustee-orders as an estoppel beyond the lands then before the Court, there is this further reason: These trustee-orders are, so far as purchasers are concerned, made *ex parte*. It is impossible for a Court to save itself from being imposed upon as to the age of the alleged minor if the parties before it combine to do so. Therefore, in cases where a Court has been imposed upon, we must permit any subsequent purchaser, who would be injured, to give evidence showing the fraud, and if it is proved to us, we ought to prevent any such fraud from being hurtful to him.

We shall certify that Mihaere Parahi was of full age when he signed the deed, and that this sale is proper for validation.

These are the only two shares in No. 3 Block contested on their individual merits.

We shall therefore certify for all the purchases made in that block.

BLOCK IV.

In this block there were fifteen sales, of which only the following one is disputed:—

I.—*Eruera Taituha's Case.*

This Native sold his share on the 20th August, 1885. His mother swears that he was born in 1865 at the Waerenga-a-hika pa, two days before the battle, and was therefore at the date of the sale only twenty years of age. This statement by his mother was shown to be untrue. He was born several years before 1865, and must therefore have been of full age when he signed. A witness called to corroborate Eruera's mother swore that she and her husband used to live in a house situated within 10 chains of the pa. Both were persons of high rank. Now, wherever a child is born in or near a pa, to parents of high rank, the event being one of importance is immediately made known to every family in the pa. But it was conclusively proved to us that at the date in question the birth of any child to these parents was unknown in the pa.

Eruera's estate was vested in himself at the time he made his sale. It is a noticeable fact that when Wi Pere, Paterongo Noti, and Tipene Tutahi, as conductors in those blocks, applied to the Court on the 24th November, 1883, for the appointment of trustees for a large batch of Maoris, no application was made by any of them on behalf of Eruera Taituha, but Eruera's name was left undisturbed among the names of owners who had reached majority.

The Court will certify this case as proper for validation.

BLOCK V.

No special objection has been made to any sale in this block, and all the purchase-money has been admittedly paid, and all the proper signatures admittedly signed to the deeds.

There were twenty-six purchasers, possessing the interests of twenty-five owners and one-third of the share of a twenty-sixth owner.

We shall certify in favour of all these purchases.

BLOCK VII.

In this block Mr. Lysnar claims ninety-eight purchases; out of these ninety-eight, nine are specially objected to by Mr. Day, and will now be dealt with.