appointment of trustees for persons under disability, made no application for a trustee for Mata. The Maoris are quite aware that this Court has the power to vest the estates of persons so wanting in intellect as to be unable to protect their own interests in trustees who can protect them.

We shall certify that this case is one proper for validation.

VI.—*Hemi Tutoko's Case.*

The facts of this case have already been fully dealt with in the sale of Hemi's share in Block 1, and we shall, for the reasons there given, recommend this sale also for validation.

VII.—*Rena Parewhai's Case.*

This was a Sheriff's sale, the law and facts are fully set out, and the sale dealt with in the similar case in Block 1, and we shall for the reasons there given abstain from recommending this sale for validation.

VIII.—*Harawera Putiki's Case.*

Harawera Putiki sold his share and signed the deed on the 1st October, 1886. He was then about twenty-seven years old, having been born in 1859.

An order was made on the 24th November, 1883, vesting his estate in a trustee. He was alleged in that order to be only eleven years of age. He was then, in fact, about twenty-four years of age. That order, Harawera being of the full age at the time it was made, was a fraud on the Court, and therefore a nullity so far as Mr. Tiffen (who was no party to it) is concerned. Harawera did not come to the Court to allow us to judge of his age.

We shall certify this as a proper case for validation.

IX.—*Herewini te Awariki's Case.*

In this case the objections made to the sale were withdrawn. Herewini appeared before the Court, received from the purchaser £10 in our presence, and stated that he is now quite satisfied that his share should go to the purchaser.

We accordingly shall certify that this sale ought to be validated.

PUHATIKOTIKO PARTITION AND FINAL JUDGMENT (No. 5.)

Karaka, June 27.

His Honour Judge Barton delivered the following judgment:—

The validation and partition with Mr. Tiffen in this case are at last completed, after an investigation lasting three months. Under a proper Act three weeks should have more than sufficed, and the fact that the inquiry has occupied so much time will doubtless be used by the opponents of legitimate validation. From my knowledge of business in this district, I have little hesitation in saying that, under a proper statute drawn by a practical person acquainted with the class of work to be done, the whole validation required on the East Coast could be completed in little over three years. In making that statement, I am presuming that the Act would be confined to validation alone, and that the Judge would be occupied in validation only, leaving the subsequent partitioning to the Native Land Court, whose proper work it is. The Judge of the Validating Court ought not to be interrupted by being called away to ordinary Native Land Court work, as was my own case so frequently during the Poututu inquiry. That inquiry is reputed to have lasted nearly four years, and to be still unfinished. But the truth is that the validation work of all the Poututu case has long since been completed, the whole time occupied at different intervals in contests in Court under the Poututu Jurisdiction Act being in all only nineteen days. During all the remainder of the four years I was occupied in other business and elsewhere, *i.e.*, in the extreme North, in the King-country, in Wairarapa, in Tolago, in Wairoa, and in other places. The rights of the Poututu litigants are even now hung up by applications for re-hearing made a year ago, and still unheard.

In this case of Mr. Tiffen's the Native non-sellers have agreed upon a division of these blocks, and all opposition to the giving of a statutory title to Mr. Tiffen is now withdrawn.

But this agreement, not being signed by all the persons interested in the block, is under our Native-land code insufficient to bind the parties. Nevertheless, I shall not hesitate to add this feature to the other illegalities in this case. It is an agreement which, if made before the Supreme Court, or any other Court in the civilised world except this Native Land Court, would be binding on the parties to the litigation. Business would be at a standstill in any other Court but the Native Land Court, if the persons representing suitors could not enter into compromises and submit them for the approval of the Court. The settlement now made between Mr. Tiffen and the conductors being just such a settlement as this Court would have made had the matter been left in its hands, we shall certify that these lands so agreed to be given and accepted ought, in our judgment, to be granted to Mr. Tiffen by the Legislature, independent of any arrangement between them. The remainder of the blocks shall belong to the non-selling Natives, and be divided amongst them in the relative proportions arranged amongst themselves. Formerly in this district I found these "voluntary arrangements" most convenient for the settlement of titles invalid by reason of trivial technicalities, or because of pernicious requirements of dead statutes; but now the Court is prohibited from approving such arrangements unless every man, woman, and child in the block signs an agreement—a condition almost always impossible of performance. Thus the useful "voluntary arrangement" clauses are rendered inoperative not by repeal (that