

I.—*Ranginui Pero's Case. Hoera Ranginui's Case.*

We have discussed this case in our judgment in the No. 1 Block, and have there decided that Ranginui Pero fraudulently signed the conveyance of a share in this block in the name of the minor, Hoera Ranginui, thereby attempting to sell her share while retaining his own.

We certify that Ranginui Pero has sold his own share in this block and has been fully paid for it, and that the sale from him to the purchaser ought to be validated.

II.—*Taraipene Tutahi's Case.*

It was shown to the Court that Taraipene Tutahi was born at latest in 1860 or 1861, but she was more probably born in 1858 or 1859. She sold her share and signed the deed of sale on the 3rd April, 1882, and was therefore of full age when she signed. She is now alleged to have been a minor when she signed. No trustee has ever been appointed for her. Her father, Tipene Tutahi, who came to prove her minority, admitted when under cross-examination that his first evidence proving her to be a minor was a fabrication. We have since searched the records of the Court and found that when on the 24th November, 1883, Wi Pere, Paterengo Noti, and this same Tipene Tutahi as conductors applied for a large batch of appointments of trustees for minors in these blocks they did not apply for a trustee for Taraipene, although she is Tipene Tutahi's own daughter; and there is this further significant fact, that Tipene Tutahi did on that occasion apply for a trustee in this block for his son Mohi Tamati, aged twelve years, although he made no application for his daughter Taraipene, and on the same day he applied in two other blocks for the same son and still omitted to apply for his daughter.

We certify that this woman was of full age when she signed, and that her sale ought to be validated.

III.—*Mihaere Parahi's Case.*

We have discussed Mihaere Parahi's case in this block when considering his sale in No. 1 Block.

We shall certify, for the reasons there given, that the sale in this block ought also to be validated.

IV.—*Mini Kerekere's Case.*

This is the same Mini Kerekere whose sale in No. 1 Block we have refused to certify for validation.

But there is an important difference in the facts concerning the sale in No. 1, and the sale in this No. 7 Block (made on the 10th September, 1884). In No. 1 the estate was at the time of sale vested in Peka Kerekere, his father, but in this No. 7 the estate at the time of sale was vested in Mini himself. Therefore his deed of sale in this block, though a voidable contract, conveyed an estate. This difference in the facts reduces the point to the question, "Whether Mini has or has not since his majority acquiesced in that conveyance?" In the No. 1 Block the father was the owner, and objected to Mini's sale. He was the trustee in whom the estate was then vested, and he was by law required to protect the estate. But with respect to this share in No. 3 Block it was not vested in him, and he had no duty and no right with respect to it. Why he did not get himself appointed as trustee for this share, as well as for the share in Block 1, was not explained to the Court, but it is open to the supposition that Mini, being a married man, his father may have purposely left this share within his control, that by the sale of it he might be able to raise money for family needs. It must be borne in mind that the Maoris allow uncontrolled action by their children at a much earlier age than Europeans do. According to Maori custom a young man of nineteen years, and especially one who was pursuing a separate family life, would be allowed to take his place as a man and manage his own affairs. The colonial law has adopted for the Maori the European standard of twenty-one years, but this has probably been done merely to bring him in line with the European. This Court is, of course, bound by the law as it stands, but we ought nevertheless to take into account the Maori habits and customs when considering the contracts made by a minor at an age and under circumstances in which Maori custom would recognise his right to act as a responsible person.

We think, therefore, that the fact of this share being left unprotected by the father Peka Kerekere when he carefully placed the other share beyond the reach of the minor, coupled with Mini's own statement that he himself has never objected to any of his sales, and with all his conduct since coming of age, requires the Court to treat this sale as having been acquiesced in by Mini. Even Maoris must know that if they intend to object to a transaction of sale they ought not in the meantime to stand silently by as Mini Kerekere did. In this instance, though Mini lived close by Mr. Tiffen, he never complained to him or repudiated the transaction during the seven years that have elapsed since he came of age.

V.—*Mata Parerata's Case.*

This woman is alleged to be so weak of intellect that she is incapable of making a contract for sale of her estate, and that her incapacity to contract would be obvious to the person purchasing from her. But we find that she is sufficiently strong in intellect to have been accepted as a wife by successive Maori husbands, and that she is now living as wife to one Meka Kawhena at Taihomiti, not very distant from Gisborne. All that has been satisfactorily proved against her intelligence is that she has an impediment in her speech; but the evidence was strong to show that she fairly understands her own interests and quite understands the value of money, and that her alleged weakness of intellect is not obvious to those who have business dealings with her. She has not been brought before the Court so that we might judge of her intelligence, and we again notice that Wi Pere, Paterengo Noti, and Tipene Tutahi, when applying on the 24th November, 1883, for