

Respondent's counsel suggests that the circumstances and the relationship existing between Hone Kawhena, Pukenui Tuia, and William Swanson would have been known to the Trust Commissioners certifying to the same, and who by appending their certificates approved of the transaction evidenced by the deeds.

I find that Matire Toha conveyed the sections to Hone Kawhena while they were living together as man and wife. She raised no objection to sales of parts of the properties to Honana Maioha in 1882 and C. A. Brown in 1881. These conveyances were drawn by Mr. Dufaur, who had previously acted for Matire.

Apparently Matire and Hone Kawhena were still living amicably together in 1886 when the will of the latter in favour of Matire's granddaughter was executed (18th October, 1886), but separated before the 22nd March, 1889, the date on which Hone Kawhena conveyed to Pukenui Tuia and Swanson. No evidence of their relationship at this date has been submitted, but as Matire almost immediately afterwards commenced her action in the Supreme Court it can be assumed their relations were not amicable.

It is clear that petitioner had no case in law, otherwise she would have taken action in the Supreme Court. So much was admitted by her counsel.

The nature of any redress to remedy the indiscretion of her grandparent is one for the consideration of Parliament, and it must be remembered that, as the present owners hold under a Land Transfer title, they will probably have a substantial claim against the Assurance Fund in the event of their being dispossessed of the whole or part of their title.

E. P. EARLE, Commissioner.

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