

UAWA No. 2A. BLOCK.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the matter of the application of Andrew Reeves for the validation of forty-three contracts for sale of freehold interests in the Uawa No. 2 Block, situated in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

FRIDAY, THE 28TH DAY OF JULY, 1894.

UPON reading the application aforesaid of the said Andrew Reeves, filed in this honourable Court, and upon proof of due service thereof upon the objectors named and upon hearing the evidence adduced before the Court at the hearing of the said application and upon reading the several documents exhibited in evidence before the Court, and upon hearing Mr Nolan, of counsel for the said applicant, the said Andrew Reeves, and upon hearing Hone Karimana, an objector, on his own behalf and upon hearing William Frederick Hale, on behalf of Ani Kirimana, an objector, and upon hearing Mr Chrisp, of counsel for Edward O'Meara, a surveyor claiming payment of certain survey charges in connection with the said block, it is declared and decreed as follows:—

1. It is declared that the several contracts for sale to the said applicant made by the following persons, owners in the said Uawa No. 2 Block—namely, Rawiri Karaha, Hori Mokoera, Peta Komaru, Raniera Turoa, Hiria Riuhaunga, Paora Tutu, Hohepa Tue, Tame Kirimana, Hami Puha, Ramari Puhipuhi, Ramari Kauere, Nikorima, Henry Glover (half-caste), Karauria Pahura, Arapera Pahura, Peere Rakaitapu, Hami Rakaitapu, Honiana Tautau, Wiki Rangi, Harata Makuru, Henare Puhipuhi, Raiha Kakahupaea, Ka Tue, Irihapeti Poia, Keita Rakaitapu, Heremia Taurewa, Arapeta or Peta Rangiuiia, Hare Huatau, Mihaera Koura, Tamati Tautau, Taare Kirimana, Ani Kirimana, Hepeta Maitai, Reweti Rangi, Hami Kirimana, Rawiri Tautau, Pera Kapo, Hirini te Kani, Wi Kingi Hori, Hare Hautapu, Patara Rangi, Eruera Harete, Wiremu Konihi te Au (*alias* Wirimu te Au)—for the sale of freehold interests to the said Andrew Reeves, free from all encumbrances, are contracts invalid and incapable of being enforced without the assistance of this honourable Court, by reason of their having been respectively made not in accordance with the requirements of the statutes then in force (but now repealed) regulating the sales of the said interests in the said block.

2. It is further declared that the said several contracts are contracts which, irrespective of form, and had they been made between Europeans concerning lands held under Crown grant, would have been valid and binding contracts capable of being enforced in the Supreme Court.

3. It is further declared that the said several contracts were not in any respect contrary to equity and good conscience.

4. It is further declared that the said contracts were fully and perfectly understood at the time they were respectively entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful consideration at the time and under the circumstances in which they were made.

And whereas it was amongst other things proved to the satisfaction of the Court at the said hearing that at a hearing on a partition made before the Native Land Court sitting at Tolago Bay on the 19th day of August, 1889, it had been agreed between the parties then before the Court—that is to say, the said Andrew Reeves, and the vendors aforesaid who had contracted to sell to him as aforesaid, and the remaining owners the non-sellers in the said block—that the lands of the said block should be subdivided in the manner hereunder set forth and the said agreement was then approved by the said Native Land Court, and is now also approved by this honourable Court as a proper and fair settlement of all matters in difference between the parties respecting the then proposed division of the said land And whereas in accordance with the said agreement, and for the purpose of carrying out the same, the said Native Land Court then issued its orders dividing the said Uawa No. 2 Block into five separate blocks, as follows:—

Uawa No. 2.—A block, 322 acres and 13 perches, which was apportioned to the said Andrew Reeves as his share of the said block in right of the aforesaid purchases in the manner described in the order of the said Native Land Court dated Monday, the 19th day of August, 1889.

Uawa No. 2B, 23 acres 3 roods 18 perches, which was apportioned to Himiona te Kani as his share as an owner in the said block in the manner described in the order of the said Native Land Court dated Monday, the 19th day of August, 1889.

Uawa No. 2c, 3 acres 2 roods 31 perches, which was apportioned to Raiha Taurewa, Hirini Haereone, Hori Kirimara, and Raiha Taketake as their share, to be held by them in common as owners in the said block in the manner described in the order of the said Native Land Court dated Monday the 19th day of August, 1889.

Uawa No. 2d, 39 acres and 27 perches, which was apportioned to Hoana Katuku, Moana Tautau, Nikora Tautau, Ropihana Huatau, Hera Rangiuiia, Kawa Matahiki, Ruta Kaipau, and Hoana Hautapu as successor to Te Mahia, as their share, to be held by them in common as owners in the said block in the manner described in the order of the said Native Land Court dated Monday, the 19th day of August, 1889.

Uawa No. 2e, 13 acres, which was apportioned to Raiha Taketake, Hori Kirimana, Hirini Haereone, and Raiha Taurewa as their share, to be held by them in common as owners in the said block in the manner described in the order of the said Native Land Court dated Monday, the 19th day of August, 1889.

And whereas it is alleged that said apportionment of the said parcel of land called Uawa No. 2A Block to the said Andrew Reeves by the said Native Land Court as purchaser from the aforesaid Native vendors was made in excess of the power and jurisdiction of the said Native Land Court, and could not be enforced in favour of the said Andrew Reeves, notwithstanding the fact