

THURSDAY, THE 19TH 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 also of counsel for the said Timi Moriti and Wi Paraone, claiming as executors under the will of the said Hirini Haereone, and upon hearing William Frederic Hale, claiming one-half of the freehold undivided interest of Wi Kingi Hori, an owner in the said block, and upon proof of the service of notice of the said application of the said William Frederic Hale on the said Wi Kingi Hori, who failed to appear, it is declared and decreed as follows:—

1. It is declared that the several contracts for sale to the said applicant the said Andrew Reeves made by the following persons, owners in the said Ihunui Block—namely Heremia Taurewa, Karauria Pahura, Himiona te Kani, Raniera Turoa, Arapeta Rangiuia, Wi Kingi Hori (half-share)—for the sale of freehold interests to the said Andrew Reeves free from all encumbrances, and that the contract for sale to the said William Frederic Hale made by Wi Kingi Hori of his half-share and freehold interest to the said William Frederic Hale free from 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of their having been respectively made not in accordance with the requirements of the statutes then in force (but now repealed) regulating the sales of the said interests in the said block.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 hereinbefore mentioned are contracts which, irrespective of form, and had they been made between Europeans, concerning land 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 respective times they were respectively entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the respective times and under the circumstances in which they were made.

And whereas it was agreed at the said application between the parties appearing before this honourable Court that the said block should be subdivided in the manner hereinafter mentioned, that is to say:—

1. That the parcel of land shown on the plan indorsed hereon, and thereon edged with red, and called Ihunui No. 1 Block, 58 acres, should be apportioned to the said Andrew Reeves as his share of the said block, in right of the aforesaid purchases.

2. That the parcel of land shown on the said indorsed plan, and thereon edged with green, and called Ihunui No. 2, 10 acres and 28 perches, should be apportioned to the said Timi Moriti and Wi Paraone as trustees of the said will of Hirini Haereone, and for the use of the *cestui que trustent* therein provided.

3. That the parcel of land shown on the said indorsed plan, and thereon edged with yellow, and called Ihunui No. 3 Block, 10 acres and 2 perches, should be apportioned to the said William Frederic Hale as his share of the said block, in right of his purchase of the said half-share of the said Wi Kingi Hori.

Now, therefore, it is hereby ordered, declared, and decreed respecting the right, title, and interest of the said Andrew Reeves, as follows:—

1. It is ordered that the said Ihunui No. 1 Block, containing 58 acres, more or less, being all that parcel of land containing by admeasurement 60 acres 3 roods 31 perches, less 2 acres 3 roods 31 perches, for roads situate in the Uawa Survey District, being subdivision 1 of the Ihunui Block, commencing at the northernmost corner of subdivision 1, bounded on the north-east by subdivision 2 by a line bearing $171^{\circ} 12' 0''$, 2172.3 links, thence bounded on the south-east by the Ihunui Stream to its junction with the Uawa River, thence bounded on the north-west by the Uawa River to the commencing-point (an approved plan whereof is indorsed hereon edged red), shall be the property of the said Andrew Reeves, for an estate in fee-simple in possession, free from all encumbrances.

And it is hereby further ordered that all other titles to the said land above particularly described as the Ihunui No. 1 Block shall be henceforth void and of none effect in so far as they affect the said Ihunui No. 1 Block, whether the same be vested in the said Andrew Reeves or in any other person whomsoever, and that the registration of all said other titles shall be cancelled and made of none effect in so far as it affects the said Ihunui No. 1 Block, and it is declared that the said Andrew Reeves is entitled to a certificate of title under "The Land Transfer Act, 1883," and its amendments, for the said Ihunui No. 1 Block, for an estate of inheritance in fee-simple, free from encumbrances.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 19th day of July, 1894.

G. E. BARTON, Judge.

ANAURA BLOCK.

IN THE VALIDATION COURT, GISBORNE.

In the application of John Davies Ormond for validation of a lease, dated the 18th May, 1891, signed by thirty-five Native owners of the Anaura Block, situate within the Gisborne district, and within the jurisdiction of the Validation Court, and for a partition of the said Anaura Block for the purposes of the said lease.