

TUESDAY, THE 18TH DAY OF SEPTEMBER, 1894.

UPON reading the application filed herein, and upon proof of service thereof upon the objectors named and upon hearing Mr Lysnar, of counsel for the applicant, and Mr W L. Rees and Mr. Day, of counsel for Hone Paerata and the several other persons who have not signed the alleged lease, and upon hearing the evidence and reading the documents exhibited before the Court, it is hereby ordered, declared, and decreed as follows:—

1. It is declared that the deed dated the 15th May, 1891, signed by the following persons, owners in the said Anaura Block—namely Peka Marotiri, Hirini Ahunuku, Parata Rangī, Arapeta Potae, Henare Potae, Hare Waiti, successor to one-quarter share of Pita Houao, Piripi Kohea, successor to one-quarter share of Pita Houao Hera Waipakoa, successor to one-quarter share of Pita Houao, Peta Kurekure or Rangiua, Hoani Muhu, Hori Mokoera, Mihi Pahura, Ropata Wahawaha, Hare Pini, Hemi Kaipau, Raniera te Heuheu, Heremia Taurewa, Maraea Toko, as successor to one-quarter share of Pita Houao, Hirini Tutu, successor to Paora Tutu, Kerihana Potae, successor to Karauria te Kani, Wiremu Konohi, successor to Eru Hoki, Teone Henihana, or Houi Anderson (half-caste), successor to one-quarter share of Tamati te Kaahu, Hori Matua, successor to one-quarter share of Tamati te Kaahu, Hopara Konohi, successor to one-quarter share of Tamati te Kaahu, Piripi Kohea, successor to one-half share of Hami Kohea, Tumaorirere, successor to one-third share of Tamaki te Rangī, Rahia Tautau, successor to one-third share of Tamaki te Rangī, Eria Manu, successor to one-third share of Ropata Hoe, Hare Rangiua, successor to one-third share of Ropata Hoe Tame Pahura, successor to one-third share of Pateriki Pahura Tame Pahura, successor to Ripeka Pahura, a successor of Pateriki Pahura, Hatawira Pahura, successor to one-third share of Pateriki Pahura, Hatawira Pahura, successor to Ihimaera Pahura, a successor of Pateriki Pahura, Hera Amaru, as trustee for Katerina Pahura, as successor to one-third share of Pateriki Pahura and Hokimate Pahura, Mihi Hetekia, as trustee for Katerina Pahura, as successor to Pateriki Pahura and Hokimate Pahura, Tuporaka Komaru, successor to one-third share of Peta Komaru, Kate Komaru, successor to one-third share of Peta Komaru, Kupara Komaru, successor to one-third share of Peta Komaru—for the leasing of their respective interests in the said Anaura Block, are contracts for a lease 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 leasing of the said interests in the said block.

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

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

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

And whereas all the parties, both those who have contracted for the lease aforesaid and those who have not agreed to lease their respective interests, have applied to the Court to declare and set out by metes and boundaries what portion of the said Anaura Block shall be subject to the said agreement for lease, and what portion shall be declared discharged from and not subject to the same, and also to settle and determine what rent shall be payable, and to whom and where payable, and for what term, and also to settle and determine what modification (if any) shall be made in the covenants and conditions of the said agreement for lease, dated 18th May, 1891, and also to settle and determine all claims for use and occupation up to the 18th day of May, 1895, up to which date it has been agreed between the parties before the Court that the said J. D. Ormond shall be permitted to continue to use and enjoy the entire block as he has heretofore done, and also to settle and determine all other claims and demands whatsoever between the said parties before the Court or any of them. Now, therefore, the Court, having duly considered all the evidence brought before it by all the parties, doth order and decree as follows:—

1. It is ordered and decreed that the said J. D. Ormond, his executors, administrators, and assigns, shall be entitled to use and occupy henceforth the whole Anaura Block (as described in the said contract for a lease dated 18th May, 1891) up to the 18th day of May, 1895, and no longer, and shall yield and pay for such use and occupation up to the said 18th May, 1895, to the several persons whose names are annexed, hereunder set forth, the respective sums of money set forth in the column following their names, such payments to be made by the said J. D. Ormond to the said several persons on the said 18th May, 1895:—

Name of Maori Owner.	Amount to be paid.		
	£	s.	d.
Hone Paerata	13	10	0
Here Rangiua s successor	13	10	0
Rutene Porotiti, Miriama Kirikiri, and Ramari Mokena, as successors to Hone Maeha (each)	4	10	0
Heni Kohea, as successor to one-fourth share of Pita Houao	3	7	6
Hirini Ahunuku	8	0	0
Hare Waiti, successor to one-fourth share of Pita Houao ..	2	0	0
Hare Pini ..	8	0	0
Piripi Kohea, as a successor to one-fourth share of Pita Houao	2	0	0
Piripi Kohea, as a successor to one-half share of Hami Kohea	4	0	0
Hera Waipaka, as a successor to one-fourth share of Pita Houao	2	0	0
Patera Rangī ..	8	0	0