

1894.  
NEW ZEALAND

“ THE NATIVE LAND (VALIDATION OF TITLES)  
ACT, 1892 ”

(DEALINGS WITH NATIVE LANDS BY THE VALIDATION COURT AT GISBORNE).

*Presented to both Houses of the General Assembly in pursuance of Section 16 of the Act.*

RETURN of APPLICATIONS lodged in the VALIDATION COURT, at Gisborne, under “The Native Land (Validation of Titles) Act, 1893.”

No.	Name of Block.	Agent or Solicitor.	On whose Behalf.	Date of Hearing.
1	Paremata, 8,475 acres	H. D. Bell	Bank of New Zealand Estates Company (Limited)	11 May, 1894.
2	Whatatutu A and C, 598 acres	Nolan and Skeet ..	A. C. Arthur ..	23 May, ..
3	Whatatutu No. 1B, 165 acres	"	"	23 May, ..
4	Mokairau No. 2, 1,290 acres ..	"	Bank of New South Wales	23 May ..
5	Wharekopae No. 1, B2, 3,069 acres ..	C. A. DeLautour ..	Williamson Brothers ..	25 May ..
6	" No. 2, 3 434 acres	"	"	25 May, ..
7	Whangara, 21,450 acres	H. J. Finn	Charles Seymour	26 May, ..
8	Wharekaka, 640 acres	Nolan and Skeet	Andrew Reeves	28 May, ..
9	Ihanui, 82 acres	"	"	28 May, ..
10	Uawa No. 2, 413 acres	"	"	28 May, ..
11	Kourateuwhi No. 2, 851 acres.	"	"	28 May ..
12	Mangaheia No. 2, 9,022 acres	W. D. Lysnar	M. Mullooly	31 May, ..
13	Wharekaka No. 1, 1,114 acres	Nolan and Skeet	Andrew Reeves	18 June, ..
14	Tuawhatu No. 1A, 456 acres	C. A. DeLautour	P. Barker	31 July, ..
15	" No. 2, 1,784 acres	"	"	31 July, ..
16	" No. 4, 2,135 acres	"	"	31 July, ..
17	Poroikamoana, 1,888 acres	"	J. N. Williams	31 July, ..
18	Panikau No. 1, 1,433 acres	"	E. Murphy	6 Aug., ..
19	" No. 2, 1,095 acres	"	"	6 Aug., ..
20	" No. 3, 1,576 acres	"	"	6 Aug., ..
21	" No. 4, 1,251 acres	"	"	6 Aug., ..
22	" No. 5, 694 acres	"	"	6 Aug., ..
23	Kotorepapa, 874 acres	H. J. Finn	Trustees, Rhodes's estate	15 Aug., ..
24	Paekawa, 3,068 acres	"	"	15 Aug., ..
25	Pouturu, 1,480 acres	"	"	15 Aug., ..
26	Rangikohua No. 2, 322 acres .	"	"	15 Aug., ..
27	Whakamarutuna, 1,003 acres	"	"	15 Aug., ..
28	Rangikohua No. 3, 2,917 acres	"	"	15 Aug., ..
29	Tawapata No. 2, 3,710 acres	"	George Walker	15 Aug., ..
30	Wharekaka No. 1, 1,114 acres	E. J. Chrisp	M. Mullooly	21 Aug., ..
31	Anaura, 8,800 acres	W. D. Lysnar	J. D. Ormond	29 Aug., ..
32	Taoroa, 4,330 acres	Nolan and Skeet	Somerville Brothers	30 Aug., ..
33	Kirikiriroa, 350 acres	C. A. DeLautour	P. Barker	6 Sept., ..
34	Tuawhatu No. 1B, 715 acres	"	"	6 Sept., ..
35	Te Kowhai, 286 acres	Nolan and Skeet	A. McLean	19 Sept., ..
36	Umumango No. 2, 700 acres	"	J. Cattell	12 Nov., ..
37	Pouawa, 142 acres	"	Bank of New South Wales	13 Nov., ..

Native Land Court, Gisborne,  
25th June, 1894.

H. C. JACKSON,  
Registrar, Validation Court.

## RETURN OF ALL DECREES MADE BY THE VALIDATION COURT AT GISBORNE UNDER "THE NATIVE LAND (VALIDATION OF TITLES) ACT 1893, UP TO THE 29TH SEPTEMBER, 1894.

## SCHEDULE OF DECREES.

No.	Name of Applicant.	Name of Block.	Area.
			Acres.
2	A. C. Arthur	Whatatutu A and C	598
3	A. C. Arthur	Whatatutu No. 1B	165
4	Bank of New South Wales	Mokairau No. 2	1 290
5	Williamson Brothers	Wharekopae No. 1, B 2	3,069
6	Williamson Brothers	Wharekopae No. 2	3,434
9	Andrew Reeves	Ihunui	82
10	Andrew Reeves	Uawa No. 2	413
18	Edward Murphy	Panikau No. 1	1,433
19	Edward Murphy	Panikau No. 2	4 095
20	Edward Murphy	Panikau No. 3	1,576
21	Edward Murphy	Panikau No. 4	1,259
22	Edward Murphy	Panikau No. 5	694
23	Rhodes trustees	Kotorepaia No. 2	874
24	Rhodes trustees	Paekawa No. 2	3,068
25	Rhodes trustees	Pouturu No. 2	1,480
26	Rhodes trustees	Rangikohua No. 7	322
27	Rhodes trustees	Whakamarutuna No. 2	1,003
28	Rhodes trustees ..	Rangikohua No. 8	2 917
31	J D Ormond	Anaura	8,800
Total area validated			33,572

## INTERIM DECREES AND ORDERS UNDER SECTION 24.

7	Charles Seymour	.. Whangara	21,200
8	Andrew Reeves	Wharekaka	640
11	Andrew Reeves	Koruatetuwhi No. 2	851
32	Somerville Brothers	Taoaoa	4,330
Total area of interim decrees			27,021

## SCHEDULE OF CASES PARTIALLY HEARD BY COURT.

1	Assets Company	.. Paremata	8,475
12	M. Mullooly	Mangaheia No. 2	9,022
13	Reeves and Mullooly	.. Wharekaka No. 1	1,114
14	P Barker	Tuawhatu No. 2	1,784
16	P Barker	Tuawhatu No. 4	2 135
17	J N Williams	Poroikamoana	1,888
33	P Barker	Kirikiroa	350
Total area of cases partially heard			24,768

## SUMMARY OF AREAS.

Total area validated	Acres.	33,572
Total area of interim decrees		27,021
Total area of cases partially heard	..	24,768
Total area		85,361

H. C. JACKSON,  
Registrar, Validation Court.

## FURTHER RETURN OF CERTIFICATES GRANTED OR REFUSED under "The Native Land (Validation of Titles) Act, 1892."

Number of application and nature of instrument evidencing transaction in respect of which validation is required 55. Conveyance, dated the 14th day of February, 1876, Heke Pakeke to Felix McGuire.

Amount of purchase-money £900.

Name of applicant Joseph Wilson, of Normanby settler

Whether certificate granted or refused Granted.

By what Judge Robert Ward.

## REPORT OF THE COURT.

In the matter of the application of Joseph Wilson, of Normanby, under "The Native Land (Validation of Titles) Act, 1892," with regard to Section 57 Block I. and Section 6, Block II., Hawera Survey District. We, the undersigned Judge and Assessor of the Native Land Court, being duly appointed under the said Act, and having in open Court inquired into the matter of the said application, do hereby report thereon as follows:—

THE land, the subject of this inquiry, was originally known as Sections 634 and 635, Patea. Prior to 1874 the land was given to Heke Pakeke for services rendered to the Crown during the late Native war, but no title thereto was then issued. On the 14th of February, 1876, he sold his interest in the said land to Mr Felix McGuire, and signed the deed of conveyance, marked "A," referred to in the certificate given by us. As the country was in a disturbed state at the time, the European purchaser could not obtain the attendance of Heke Pakeke before either a Judge of the Court or a Resident Magistrate, who should have witnessed his signature to the deed of conveyance. It was ultimately signed before Captain Gundry, of the Armed Constabulary who was also a licensed interpreter, and two European settlers. We are satisfied that the statement of the deed of conveyance was read over to the said Native before he signed it, but no written statement thereof was indorsed on the deed. Captain Gundry made a declaration certifying that the conveyance was read over to the Native, and that he understood the contents of it before he signed. This declaration was placed before the Trust Commissioner, but has been lost.

On the 27th June, 1876, Mr H. Eyre Kenny, as Trust Commissioner, held an exhaustive inquiry into the circumstances of this alienation, and, being satisfied therewith, granted his certificate, as shown by indorsement on the instrument.

On the 10th of January, 1882, Mr F McGuire sold his interest in this land to Mr. Joseph Wilson, of Normanby

On the 20th of March, 1883, a Crown grant (enclosed), marked "C," was issued under "The West Coast Settlement (North Island) Act, 1880," and "The West Coast Settlement Reserves Act, 1881," in favour of Heke Pakeke, antevesting the said land in him as from the 8th day of May, 1874, without any restrictions against alienation.

Some time in the year 1887 Mr Wilson sought to get his conveyance from Mr McGuire to him registered, and a certificate of title issued under the Land Transfer Act, and for the first time was made aware of the difficulties as to the title to this land. The Registrar of Deeds then handed the Crown grant to Mr Wilson, who now, by his witness, Mr G D. Hamerton, hand it into Court as an exhibit.

As indicated by the certificate granted by us under section 5 of the first above-recited Act, we are satisfied with the *bona fides* of the transaction, and are of opinion that the conveyance by Heke Pakeke should be confirmed by such order of the Court as may be most effectual.

We cannot conclude our report without stating that the Public Trustee telegraphed to us to the effect that this land is a West Coast Reserve, and, as such, became vested in him by virtue of "The West Coast Settlement Reserves Act, 1892." Regarding this contention, we venture to say that, in equity the original transaction should be confirmed, and, if so, we fail to see how this land can now be regarded as a West Coast Reserve.

We have omitted to report that Heke Pakeke died in November, 1885.

Given under our hands and the seal of the Court at Hawera, this 14th day of December, 1893.

ROBERT WARD, Judge.

B. F J EDWARDS, Assessor

His Honour the Chief Judge, Native Land Court, Wellington.

## WHATATUTU A.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the matter of "The Native Land (Validation of Titles) Act, 1893," and of the application of Alexander Creighton Arthur in respect of the Whatatutu A Block.

WHEREAS at a sitting of the Validation Court duly held at Gisborne on the 22nd day of June, 1894, under the provisions of "The Native Land (Validation of Titles) Act, 1893," before his Honour George Elliott Barton, Esquire, Judge, and Atanatiu Kairangi, Assessor, the application of Alexander Creighton Arthur of "The Willows," near Gisborne, in the district of Poverty Bay, sheepfarmer, in respect to the Whatatutu A Block, duly came on for hearing in the said Court. And whereas the said Alexander Creighton Arthur by such application claimed to have acquired all the shares and interests of the whole of the Native owners in the said Whatatutu A Block under certain contracts (produced to the Court) incapable of being enforced, because such contracts were not made in accordance with the requirements of the statutes in force (but now repealed) at the time the said contracts were entered into by such Natives. And whereas the making of the said several contracts were duly proved to the satisfaction of the said Court. And whereas the title to the said Whatatutu A Block at the time such application was made was a Crown grant issued in favour of Paora Haupa and twenty-four other aboriginal natives (the whole of whose interests are claimed by the said Alexander Creighton Arthur) which grant is registered in the office of the District Land Registrar at Napier, in Volume 22, folio 207. And whereas it was duly proved to the Court that the said contracts are such that had the same been made between Europeans touching and concerning the said land they and each of them would have been valid and binding contracts capable of being enforced in the Supreme Court of New Zealand, that the said contracts and each and every of them are not in any respect contrary to equity and good conscience, and are not tainted with any fraud or improper dealing, and that they were fully translated to and understood by the several Native vendors at the time they were respectively entered into, and that they were fair

agreements for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were respectively made

Now, therefore, upon reading the application filed herein, and upon proof of service upon the objectors of said application, and upon hearing Mr Nolan, of counsel for the applicant, the said Alexander Creighton Arthur, and the evidence adduced before the Court, it is hereby ordered and decreed:—

1. That the said Alexander Creighton Arthur is owner of an estate of inheritance in fee-simple, free from encumbrances by any of the persons hereunder named as objectors and by all persons claiming through any of them, in all that parcel of land situated in the district of Poverty Bay, in the Gisborne Native Land Court District, containing by admeasurement 578 acres 2 roods 19 perches, be the same a little more or less, particularly delineated on the plan thereof indorsed hereon, edged red, and called or known as the Whatatutu A Block, being the block of land described in the aforesaid Crown grant, dated the 15th day of March, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 22, folio 207

2. That the following are names of the objectors aforesaid, all of whom failed to appear at the hearing of the said application Paora Haupa, Paora Haupa as successor to Rihara Rahui, Paora Haupa as successor to Marara Tahuipare, Hemi Hinearangi (*alias* Tipuna), Hona te Huhu, Eruera Matarau, Pirihi Tutekohi, Pirihi Tutekohi as successor to Hirini Tutaha, Pirihi Tutekohi as successor to Hirini Tutaha a successor to one-fourth share of Marara Kahungunu, Pirihi Tutekohi as successor to one-fourth share of Marara Kahungunu, Epiha Parau, Karaitiana Ruru, Hohepa Tahataha, Hemi Popata, Hemi Popata as successor of one-fourth share of Marara Kahungunu, Rongotipare Tawhiao, Netana Puha, Hera Kiekie, Tapine Turei, Atareta Ruru, Epeniha Tipuna, Tamati Rawhiti, and Pene Maire as successors to Erena Haupa, Tiopira Tawhiao as successor to one-fourth share of Marara Kahungunu, and Ka te Hane.

3. And it is hereby further ordered and decreed that the said Crown grant, dated the 15th day of March, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 22, folio 207, for the said Whatatutu A Block shall cease and become void and of none effect, and the registration of such Crown grant in such registration office as aforesaid shall be cancelled and be of no further force or effect, and in lieu thereof there shall be issued a certificate of title under the provisions of "The Land Transfer Act, 1885," and the amendments thereof, for the said Whatatutu A Block in favour of the said Alexander Creighton Arthur 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 22nd day of June, 1894.

G. E. BARTON, Judge.

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WHATATUTU No. 1B.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the matter of "The Native Land (Validation of Titles) Act, 1893," and of the application of Alexander Creighton Arthur in respect of the Whatatutu No. 1B. Block.

WHEREAS at a sitting of the Validation Court duly held at Gisborne on the 23rd day of June, 1894, under the provisions of "The Native Land (Validation of Titles) Act, 1893," before his Honour George Elliott Barton, Esquire, Judge, and Atanatiu Kairangi, Assessor the application of Alexander Creighton Arthur, of "The Willows," near Gisborne, in the district of Poverty Bay sheepfarmer, in respect of the Whatatutu No. 1B Block, duly came on for hearing before the said Court And whereas the said Alexander Creighton Arthur by such application claimed to have acquired all the shares and interests of the whole of the Native owners in the said Whatatutu No. 1B Block under certain contracts (produced to the Court) incapable of being enforced, because such contracts were not made in accordance with the requirements of the statutes in force (but now repealed) at the time the said contracts were entered into by such Natives And whereas the making of the said several contracts were duly proved to the satisfaction of the said Court And whereas the title to the said Whatatutu No. 1B Block at the time such application was made was a Crown grant, issued in favour of Tiopira Tawhiao and twenty-four other aboriginal natives (the whole of whose interests are claimed by the said Alexander Creighton Arthur), which grant is registered in the office of the District Land Registrar at Napier in Volume 22, folio 295 And whereas it was duly proved to the Court that the said contracts are such that had the same been made between Europeans touching and concerning the said land they and each of them would have been valid and binding contracts capable of being enforced in the Supreme Court of New Zealand that the said contracts and each and every of them are not in any respect contrary to equity and good conscience, and are not tainted with any fraud or improper dealing, and that they were fully translated to and understood by the several Native vendors at the time they were respectively entered into, and that they were fair agreements for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were respectively made

Now, therefore, upon reading the application filed herein, and upon proof of service upon the objectors to said application, and upon hearing Mr Nolan, of counsel for the applicant, the said Alexander Creighton Arthur, and the evidence adduced before the Court, it is hereby ordered and decreed:—

1. That the said Alexander Creighton Arthur is the owner of an estate of inheritance in fee-simple, free from encumbrances by any of the persons hereunder named as objectors and by all persons claiming through any of them, in all that parcel of land situated in the district of Poverty Bay, in the Gisborne Native Land Court District, containing by admeasurement 164 acres 3 roods 34 perches, be the same a little more or less, particularly delineated on the plan thereof indorsed hereon, edged red, and called or known as the Whatatutu No. 1B Block, being the block of land

described in the aforesaid Crown grant, dated the 21st day of April, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 22, folio 295.

2. That the following are the names of the objectors aforesaid, all of whom failed to appear at the hearing of the said application Tiopira Tawhiao, Epeniha Tipuna, Wirihana Tupeka, Wharekauri, Netana Puha, Tapine Turei, Meka Kawhena, Rapana Komata, Hona te Huhu, Heni Tipuna, Heni Puha, Hone Moreti, Rawinia Whiwhi, Wiremu Pere, Hine Wehi, Pete Morete, Pere Morete, Nepia Tokitahi, Paora Haupa as successor to Marara Tahuipare, Hera Hokokao, Hemaima Morete, Timi Morete, Maraea Morete, Ahipana Tawhiao, and Hepeta Kuare.

3. And it is hereby further ordered and decreed that the said Crown grant, dated the 21st day of April, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 22, folio 295, for the said Whatatutu No. 1B Block shall cease and become void and of none effect, and the registration of such Crown grant in such registration office as aforesaid shall be cancelled and be of no further force or effect, and in lieu thereof there shall be issued a certificate of title under the provisions of "The Land Transfer Act, 1885, and the amendments thereof, for the said Whatatutu No. 1B Block in favour of the said Alexander Creighton Arthur 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 23rd day of June, 1894.

G. E. BARTON Judge.

#### WHATATUTU C.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the matter of "The Native Land (Validation of Titles) Act, 1893," and of the application of Alexander Creighton Arthur in respect of the Whatatutu C Block.

WHEREAS at a sitting of the Validation Court duly held at Gisborne on the 22nd day of June, 1894, under the provisions of "The Native Land (Validation of Titles) Act, 1893," before his Honor George Elliott Barton, Esquire, Judge, and Atanatiu Kairangi, Assessor, the application of Alexander Creighton Arthur of "The Willows," near Gisborne, in the district of Poverty Bay sheepfarmer in respect of the Whatatutu C Block, duly came on for hearing before the said Court And whereas the said Alexander Creighton Arthur by such application claimed to have acquired all the shares and interests of the whole of the Native owners in the said Whatatutu C Block under certain contracts (produced to the Court) incapable of being enforced, because such contracts were not made in accordance with the requirements of the statutes in force (but now repealed) at the time the said contracts were entered into by such Natives And whereas the making of the said several contracts were duly proved to the satisfaction of the said Court And whereas the title to the said Whatatutu C Block at the time such application was made was a Crown grant issued in favour of Paora Haupa and twenty-four other aboriginal natives (the whole of whose interests are claimed by the said Alexander Creighton Arthur), which grant is registered in the office of the District Land Registrar at Napier, in Volume 23, folio 2 And whereas it was duly proved to the Court that the said contracts are such that had the same been made between Europeans touching and concerning the said land they and each of them would have been valid and binding contracts capable of being enforced in the Supreme Court of New Zealand, that the said contracts and each and every of them are not in any respect contrary to equity and good conscience, and are not tainted with any fraud or improper dealing, and that they were fully translated to and understood by the several Native vendors at the time they were respectively entered into, and that they were fair agreements for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were respectively made

Now therefore, upon reading the application filed herein, and upon proof of service upon the objectors to said application, and upon hearing Mr Nolan, of counsel for the applicant, the said Alexander Creighton Arthur and the evidence adduced before the Court, it is hereby ordered and decreed:—

1. That the said Alexander Creighton Arthur is the owner of an estate of inheritance in fee-simple, free from encumbrances by any of the persons hereunder named as objectors and by all persons claiming through any of them, in all that parcel of land situated in the district of Poverty Bay, in the Gisborne Native Land Court District, containing by admeasurement 6 acres, be the same a little more or less, particularly delineated on the plan thereof endorsed hereon, edged red, and called or known as the Whatatutu C Block, being the block of land described in the aforesaid Crown grant, dated the 21st day of April, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 23, folio 2.

2. That the following are the names of the objectors aforesaid, all of whom failed to appear at the hearing of the said application Paora Haupa, Paora Haupa as successor to Rihara Bahui, Paora Haupa as successor to Marara Tahuipare, Hine Hinearangi (*alias* Tipuna), Hona te Huhu, Eruera Matarau, Pirihi Tutekohi, Pirihi Tutekohi as successor to Hirina Tutaha, Pirihi Tutekohi as successor to Hirini Tutaha a successor to one-fourth share of Marara Kahungunu, Pirihi Tutekohi as successor to one-fourth share of Marara Kahungunu, Epiha Parau, Karaitiana Ruru, Hohepa Tahataha, Hemi Popata, Hemi Popata as successor to one-fourth share of Marara Kahungunu, Rongotipare Tawhiao, Netana Puha, Hera Kiekie, Tapine Turei, Atareta Ruru, Epeniha Tipuna, Tamati Rawhiti and Pene Maire as successors to Erena Haupa, Tiopira Tawhiao as successor to one-fourth share of Marara Kahungunu, and Ka te Hane.

3. And it is hereby further ordered and decreed that the said Crown grant, dated the 21st day of April, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 23, folio 2, for the said Whatatutu C Block, shall cease and become void and of none effect, and the

registration of such Crown grant in such registration office as aforesaid shall be cancelled and be of no further force or effect, and in lieu thereof there shall be issued a certificate of title under the provisions of "The Land Transfer Act, 1885," and the amendments thereof, for the said Whatatutu C Block in favour of the said Alexander Creighton Arthur 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 22nd day of June, 1894.

G. E. BARTON, Judge.

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MOKAIRAU No. 2.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the matter of "The Native Lands (Validation of Titles) Act, 1893," and of the application of the Bank of New South Wales in respect of the Mokairau No. 2 Block.

WHEREAS at a sitting of the Validation Court duly held at Gisborne on the 22nd day of June, 1894, under the provisions of "The Native Land (Validation of Titles) Act, 1893," before his Honour George Elliott Barton, Esquire, Judge, and Atanatiu Kairangi, Assessor the application of the Bank of New South Wales in respect of the Mokairau No. 2 Block duly came on for hearing before the said Court And whereas the said bank, by such application, claimed to have acquired all the shares and interests of the whole of the Native owners in the said Mokairau No. 2 Block under certain contracts (produced to the Court) incapable of being enforced, because such contracts were not made in accordance with the requirements of the statutes in force (but now repealed) at the time the said contracts were entered into by such Natives And whereas the making of the said several contracts was duly proved to the satisfaction of the Court And whereas the title to the said Mokairau No. 2 Block at the time such application was made was a Crown grant issued in favour of Apiata te Hame and thirty-four other aboriginal natives, the whole of whose interests are claimed by the said bank, which grant is registered in the office of the District Land Registrar at Napier, in Volume 22, folio 209 And whereas it was duly proved to the Court that the said contracts are such that had the same been made between Europeans touching and concerning the said lands they and each of them would have been valid and binding contracts, capable of being enforced in the Supreme Court of New Zealand that the said contracts and each and every of them are not in any respect contrary to equity and good conscience, and are not tainted with any fraud or improper dealing, and that they were fully translated to and understood by the several Native vendors at the time they were respectively entered into, and that they were fair agreements for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were respectively made

Now therefore, upon reading the application filed herein, and upon proof of service upon the objectors of said application, and upon hearing Mr. Nolan, of counsel for the applicants, the said Bank of New South Wales, and the evidence adduced before the Court, it is hereby ordered and decreed:—

1. That the said Bank of New South Wales, incorporated in New Zealand under the provisions of an Act of the General Assembly of New Zealand intituled "The Bank of New South Wales Act, 1861," is the owner of an estate of inheritance in fee-simple, free from encumbrances by any of the persons hereunder named as objectors and by all persons claiming through any of them, in all that parcel of land situated in the district of Poverty Bay, in the Gisborne Native Land Court District, containing by admeasurement 1,290 acres, be the same a little more or less, particularly delineated on the plan thereof endorsed hereon, edged red, and called or known as the Mokairau No. 2 Block, the said parcel of land being the block of land described in the aforesaid Crown grant dated the 15th day of March, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 22, folio 209.

2. That the following are the names of the objectors aforesaid, all of whom failed to appear at the hearing of the said application Apiata te Hame, Heni Whareponga, Harawira Kahaki, Hapi Hinaki, Mihaera Koura, Pera Whakatete as successor to one-half interest of Epeniha Whakatete, Paora te Hura, Matiu Takaparae, Henopa Takaparae, Rawiri Turanganui, Mere Kingi Taawha, Hoera Hinaki, Hamuera Hinaki, Rawiri Karaha, Henare Puhipuhi, Ramari Puhipuhi, Miriana te Maata, Heni Paraone, Rawiri Karaha as successor to Ihaka Whakatangi, Enoka Whakatete, Pera Whakatete, Heta Mangungu, Tamati te Ota, Horomona Keu, Hariata Rotuhanga, Hori Peita, Himiona te Kani, Hone Meihana, Hone Niwa, Emi Miria, Enoka Whakatete as successor to one-half interest of Epeniha Whakatete, Tangomate, Apihai Tangomate and Wiremu te Hau as successors to Mere Arihi Matengahere and Kataraina Tiakipa.

3. And it is hereby further ordered and decreed that the said Crown grant, dated the 15th day of March, 1888, and registered in the office of the District Land Registrar at Napier, in Volume 22, folio 209, for the said Mokairau No. 2 Block shall cease and become void and of none effect, and the registration of such Crown grant in such registration office as aforesaid shall be cancelled and be of no further force or effect, and in lieu thereof there shall be issued a certificate of title under the provisions of "The Land Transfer Act, 1885," and the amendments thereof, for the said Mokairau No. 2 Block in favour of the said Bank of New South Wales 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 22nd day of June, 1894.

G. E. BARTON, Judge.

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## 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

that all parties had agreed to the said apportionment as between the sellers and the non-sellers, and had also agreed that the said apportionment should be made to the said Andrew Reeves instead of to the said Native vendors hereinbefore named. And whereas no person who appeared before this Court has objected to the said agreement, and consequently apportionment to the said Andrew Reeves of the said parcel of land known as the Uawa No. 2A Block, and it is considered that the said agreement was a just and fair settlement, and ought to be adopted by this honourable Court

Now, therefore, it is hereby ordered declared and decreed as follows:—

1. It is ordered that the block of land containing 322 acres and 13 perches, described as the Uawa No. 2A Block (an approved plan whereof is endorsed hereon), 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 known as the Uawa No. 2A Block shall be henceforth void and of none effect in so far as they affect the said Uawa No. 2A Block, whether the same be vested in the said Andrew Reeves or in any other person whomsoever, and that the registration of all other titles shall be cancelled and of none effect in so far as affects the said Uawa No. 2A Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 28th day of July 1894.

G. E. BARTON, Judge.

WHANGARA BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Charles Seymour for validation of fifty-eight contracts for sale of freehold interests in the Whangara Block, situate in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne, and in the further application of the said Charles Seymour for a decree charging the said block with payment of £670, and interest at £8 per cent. per annum, for certain surveys made by Edward O'Meara, surveyor, under an agreement dated the 11th day of June, 1880, and in the further application of the said Charles Seymour for payment to him of costs awarded to him by the Court of Appeal of New Zealand and by the Supreme Court, and of £250, with interest at £8 per cent. per annum from the 11th day of January, 1881, as the balance due upon certain promissory notes given by the Native owners in the said block and in the cross application by the Native owners of the said Whangara Block for specific performance of an agreement dated the 27th day of June, 1890, made between the said Native owners of the one part, and the said Charles Seymour of the other part, whereby all matters in difference (including the subject-matters of the above applications of the said Charles Seymour) between the said parties thereto were settled upon the terms therein set forth.

THURSDAY THE 6TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said Charles Seymour, filed in this Court, and upon proof of the service thereof upon the objectors named in the said application and upon reading the aforesaid memorandum of agreement dated the 27th day of June, 1890 and upon hearing the evidence adduced before the Court by all the parties appearing before it, and upon reading the several documents exhibited in evidence and upon hearing Mr Finn and Mr Chrisp, of counsel for the said applicant Charles Seymour and upon hearing Mr William Lee Rees and Mr Edward Rees, of counsel for the Native owners of the said block, claiming specific performance of the said agreement dated the 27th day of June, 1890 and upon hearing Mr Arthur Rees, of counsel for Hirini te Kani, an owner in the said block, and of counsel for Mr William Lee Rees and Wiremu Pere, claiming interests and rights against the owners of the said Whangara Block, as mortgagees of certain interests in Allotment No. 47, of the Makauri Block, for moneys advanced on behalf of the Native owners in the said Whangara Block, and of counsel for the said William Lee Rees and Victor Grace Day, solicitors, claiming as mortgagees of the rents against the owners of the said Whangara Block, and upon hearing Mr Edward Francis Harris, an owner, as successor to Hunia Kehukehu, an original owner, deceased, and upon hearing Karaitiana Amaru, an owner, as successor to his mother Hera Muka, an original owner, deceased, this Court doth declare, order, and decree as follows:—

1. It is declared that the several contracts for sale to the applicant Charles Seymour made by the following persons, owners in the said Whangara Block—Rawiri Maki, Hori Peita, Hira Punua, Pipi Haokai, Pipi Haokai as successor of Paratene Tototahi, Pipi Haokai as devisee under the will and as successor of Paora Hokotaro, Henare Pei as successor to Pera Puhipuhi, Romari Puhipuhi as successor to Pera Puhipuhi, Rawiri Karaha, Rawiri Karaha as successor to Torotia Kanapa, Pera Whakatete, Tiopira Kaitara, Taopoaka, Hoani Poihipi, Pera Whakatete as successor to Epiniha Whakatete, Pera Whakatete as successor to Marara te Rama, Heni Rakaia as successor to Karanama Keke, Tiopira Potango as successor of Torotia Kanapa, Hemi Tawhitawhi, Rawiri Pukehuia, Henare Pei, Heni Hinaki, Miriama te Ahipare, Raheara te Kakahu, Hare Nahonaho, Eruera Taruke, Heta Mangungu, Nikorima te Pahu, Taraipine Taiki, Epiha Parau as successor of Raniera Kauheke, Hami Keiroiroi, Ruta Hape, Akinihi Weku, Raihania Karaka, Enoka Whakatete as successor of Epiniha Whakatete, Enoka Whakatete as successor of Marara te Rama, Enoka Karoro, Wi Wharekino, Maihi Akurangi, Rapata Taita, Karauria Huatahi as successor to Paora Kahekahe, Tamati te Ota, Heni Mohi, Apiata te Hame as successor to Natene Hira, Mere Karaka, Te Hapi Kutia as successor to Karaitiana Hapi, Rawiri Karaha as successor to Mihaka Ngahue, Arapeta Rangiuia as successor to Nihaka Ngahue, Hone Hira, Ruihi Mautatua as successor to Hare Wahie, Hunia Kehukehu as successor to Hare Wahie, Tamati Piki, Emere Tuatere, Emere Ngahue as successor to Mihaka Ngahue, Hoani Piwaka, Mere Karaka as successor to Raheara Rukupo, Raihania Rangi

as successor of Tamihana Paku, one of the successors of Katerina te Mana, Kereama Piwaka as successor to Kereona Piwaka—for the sale of the irrespective freehold interests in the said Whangara Block to the said Charles Seymour 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, had they been made between Europeans, touching and 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 several contracts were fully and perfectly understood at the time they were entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were made.

5. And whereas it was amongst other things proved at the said hearing to the satisfaction of the Court that the Native owners of the said Whangara Block and the said Charles Seymour were at the time of the making of the aforesaid agreement, dated the 27th day of June, 1890, engaged in litigation in the Supreme Court of New Zealand and in the Court of Appeal of New Zealand respecting the validity of the said sales of freehold interests hereinbefore described, and also in litigation respecting the validity of a certain deed of lease, dated the 25th day of June, 1879, and that an appeal was then pending before the Judicial Committee of the Privy Council in England from the said Court of Appeal of New Zealand respecting the decision of the said Court of Appeal upon a portion of the said litigation. And whereas it was further proved that at the time of the making of the said agreement, dated the 27th day of June, 1890, the said parties were also engaged in litigation respecting the said Whangara Block, before his Honour Mr Wortley Bassett Edwards and Mr John Ormsby, Commissioners appointed under the 20th section of "The Native Land Court Acts Amendment Act, 1889," and that the hearing before the said Commissioners was from time to time adjourned, to enable the said parties to "agree to terms for settlement of their disputes with reference to the said block." And whereas the said parties did agree to terms of settlement, and the same were embodied in the said agreement dated the 27th day of June, 1890, whereupon the said Commissioners reported to His Excellency the Governor the making of the said agreement, and recommended "that the necessary legislation should be enacted to render the said agreement valid and binding, and to enable the terms of the same to be carried into effect." And whereas no Act or statute has been enacted for any of the said purposes. And whereas all the parties now apply to this Court to finally settle and determine all matters in difference between them respecting the said sales and purchases of freehold interests in the said block, and also respecting the validity of the leasehold interests claimed by the said Charles Seymour, and also respecting the claims for payment of money by and between the parties, and to declare whether any and, if so, what, acreage of the said Whangara Block shall be adjudged to the said Charles Seymour as purchaser under the aforesaid contracts and whether any, and, if so, what, acreage of the said Whangara Block shall be adjudged to him as lessee, and by and on behalf of what lessors the said new lease shall be given by the Court, and for what term and at what rent, and to whom and in what manner, the said rent shall be made payable and whether any, and, if so, what, moneys shall be adjudged as payable by and between the said parties, whether for rent in arrear or on the existing lease dated the 25th day of June, 1879, or for costs of the said several litigations, or on account of the aforesaid promissory notes, or otherwise howsoever. Now, therefore, this Court, having duly considered the evidence brought before it by all parties, doth order and decree as follows:—

6. It is ordered and decreed that the said Charles Seymour shall be entitled to an estate in fee-simple in possession, free from all encumbrances, in a block of 4,500 acres of the said Whangara Block, situate at the northern end of the said block, commencing at a point on the Pakarae River, marked "A" on plan, at the junction of the Mangakuri Creek and the Pakarae River, thence by a give-and-take line for a boundary-fence running in a north-westerly direction, about 257 chains, to southern boundary of Kowhata No. 2 Block thence in a south-westerly direction, about 61 chains, along boundary of aforesaid block to Touhua, thence in a north-easterly direction by the western boundary of Kowhata No. 2 Block, 18358 links, to Kererukaipo, thence in a south-easterly direction along the northern boundary of the aforesaid block to Waitapaua Stream, about 114 chains, thence down that stream to the junction with the Pakarae River, and thence down that river to the point of commencement, as per sketch-plan indorsed hereon, marked "A," to contain 4,500 acres, exclusive of roads, which said parcel of land so described as aforesaid shall hereafter be known as Whangara No. 1 Block. And it is hereby further ordered and decreed that all other titles to the said parcel of land known as Whangara No. 1 Block shall be henceforth void, destroyed, and of none effect in so far as they affect the said Whangara No. 1 Block, whether the same be vested in the said Charles Seymour or in any other person whomsoever, and that the registration of all the said other titles shall be cancelled and deemed as of none effect in so far as they effect the said parcel of land known as Whangara No. 1 Block.

7. It is further ordered and decreed that the said Charles Seymour, his executors, administrators, and assigns, shall be entitled to have, and to hold as lessees, and to use, occupy, and enjoy, as lessees, for the term of twenty-one years (to be computed from the 1st day of July, 1894), all that other portion of the said Whangara Block next hereunder particularly described, and containing 3,900 acres, more or less, bounded and described as follows. Commencing at a point on the Pakarae River marked "A" on plan, then in a line, 30 chains or thereabouts, from the junction of the Mangakuri Creek and Pakarae River, thence by a line in a north-westerly direction, in a give-and-

take line, for a boundary-fence, about 4,700 chains, to a point marked "B" on plan, thence by a line in a southerly direction to a point on road marked "C" on plan, about 141 chains, thence southerly along road to a point marked "D" on plan, about 19 chains, thence by a line in a southerly direction to a point on road marked "E" on plan, about 88 chains, thence southerly along road to Waimoku River, thence down that river to the sea, thence in a north-easterly direction along road to a point on stream marked "F" on plan, thence down that stream to the sea, thence along the sea-coast in a north-easterly direction to the mouth of Pakarae River, thence in a northerly direction up the Pakarae River to point of commencement, as per plan indorsed hereon marked "B," containing about 3,900 acres, exclusive of roads, at a rent of 8d. per acre per annum, payable from the 1st day of July, 1894, up to the 1st day of July, 1904, and of 1s. per acre per annum payable for the remainder of the said term. The terms and conditions of such lease to be settled by this honourable Court, and to be confirmed by the order and made under the seal of this Court.

8. It is further ordered and decreed that throughout the said term the said rent shall be payable by the said lessee or lessees in equal half-yearly instalments, on the 1st day of January and the 1st day of July in each year, to such person or persons as shall be from time to time named by this Court as receiver thereof on behalf of the persons who are to be declared by this Court entitled to the payment of the said rent after it shall have heard all parties claiming to be entitled thereto. The first of such half-yearly payments to be made on the 1st day of January 1895.

9. It is further ordered and decreed that the several persons entitled to payment from the said receiver of all rents to be received by him from the said Charles Seymour, or his assigns, on account of the said 3,900 acres of land, shall be named by the Court, and the said rent shall be paid to them by the receiver for the time being at the times and in the manner and in the proportions to be settled and declared by the order of this Court to be made after hearing all parties claiming to be entitled thereto.

10. It is further ordered and decreed that the said lease dated the 25th day of June, 1879, under which the said Charles Seymour now holds and occupies the said Whangara Block, shall be cancelled as from the 1st day of July 1894, but all rent and arrears of rent (to be ascertained, if necessary, in manner hereinafter described) due and payable up to the said 1st day of July, 1894, shall be paid by the said Charles Seymour to the receiver to be appointed by this Court to receive the same on behalf of the persons to be named as the persons entitled to receive the same.

11. It is further ordered and decreed that the said Charles Seymour, his executors, administrators, and assigns, shall be allowed to depasture his sheep and stock on the grassed portion of the Whangara Block outside the said Whangara No. 1 Block and the said 3,900 acres of leasehold), free of rent or other charges or claims whatsoever by the Native owners, and without any interference whatsoever by the Native owners thereof, for a period of one year and nine months, to be computed from the 1st day of July, 1894, but the Native owners, and their surveyors and servants during the said term, shall have the right of ingress and egress thereon and therefrom at all times during the said term for the purpose of surveying and laying off such lands into blocks for the purpose of leasing the same, and also that any portion or portions of the said land, other than the land grassed or partially grassed, and used by the said Charles Seymour for depasturing his sheep and stock as aforesaid, may be used by the Native owners for the purpose of leasing or otherwise.

12. It is further ordered and decreed that the relative interests of the Native owners of the unsold portion of the said block—that is to say, the owners of the 16,950 acres, more or less (the residue of the said Whangara Block, after deduction of the said 4,500 acres, now called the Whangara No. 1 Block)—shall be ascertained and declared by this Court after due notice given to all persons claiming to be interested to attend the hearing for that purpose.

13. It is further ordered and decreed that, upon the ascertainment of the said relative interests and declaration thereof by this Court, the person so ascertained and declared to be the owners shall be adjudged and decreed to be the owners in fee-simple of the said 16,950 acres, more or less, and shall hold the same upon such terms and in such manner and subject to such restrictions as to alienation or otherwise as shall be found on due and proper inquiry by this Court to be just, and leave is hereby reserved to all parties interested to move the Court for such decree in the premises, and also for such decree respecting the use and occupation of the said 16,950 acres, or any portion or portions thereof, and for such term, or on payment of such rent, payable to all or any portion of the owners of said 16,950 acres, as shall be just.

14. It is further ordered and declared that no money is payable to the said Charles Seymour on account of his claim for payment for surveys made by the said Edward O'Meara, surveyor, under the said agreement, dated the 11th day of June, 1880, and it is declared that no part of said Whangara Block is subject to any claim of mortgage or lien on account thereof, or otherwise howsoever in respect of such surveys.

15. It is further ordered that the said Charles Seymour do pay to the firm of Rees and Day, solicitors, the sum of £1,000, or the unpaid portion thereof, so soon as all the titles hereby decreed to be given to the said Charles Seymour, both leasehold and freehold, shall have been declared by this Court to have been completed and given, and the said sum of £1,000 shall be credited by the said Rees and Day as a payment made by or on behalf of the Natives of the Whangara Block to them for costs.

16. It is further ordered that the Registrar of this Court shall, if necessary, inquire and report to this Court what sum, if any, is payable by the said Charles Seymour to the lessors of the lease dated the 25th day of June, 1879, for rent in arrear, and shall report to whom same is payable, and he shall also inquire and report what sum, if any, is due to the said Charles Seymour upon promissory notes of owners of the said block held by the said Charles Seymour, and by whom same is

payable, and upon ascertainment of the said sums this Court shall, if necessary, make such order for payment thereof respectively as shall be required in the premises.

17 It is further ordered and decreed that the cost of boundary-fencing between the said freehold and leasehold lands of the said Charles Seymour and the lands of the said Maori owners shall be borne equally between the said Charles Seymour and his assigns and the said Maori owners and their assigns.

18. And it is hereby declared that upon due ascertainment by this Court of the said relative interests and ownership in the said 16,950 acres, and upon the making of the said several reports, if required of the said Registrar upon the said matters referred to him as aforesaid, and upon the decision of the Court upon the matters so referred, this Court shall from time to time make such other and further decree or decrees in the premises as shall be just, and meantime all matters in difference between any of the parties interested in this Whangara Block, now before the Court, and not decided by this decree, shall be deemed open for future decision upon further evidence, to be adduced by any person claiming to be interested in the premises.

19. It is further declared and decreed that the said Charles Seymour has no claim for the costs due and owing to him against the Natives of the Whangara Block in any past proceedings before other Courts, and that the said Natives have no claim for costs against the said Charles Seymour due in any of the proceedings before any other Courts.

20. And it is further declared and decreed that, except as is shown or otherwise provided for by this decree, no party to these proceedings, whether applicant or objectors, has or have any right, interest, claim, or demand whatsoever against the other or others of them in respect of the matters in difference in the premises, or arising out of any part of same.

Leave is hereby reserved for all parties to move this Court for any further order or decree in the premises which they or any of them may consider themselves entitled to.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 6th day of September, 1894.

G. E. BARTON, Judge.

PANIKAU No. 1 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Murphy, of Te Aeai, sheepfarmer, claiming validation of ten contracts for the sale of the freehold in certain undivided shares and interests of Natives in Panikau No. 1 Block.

TUESDAY, THE 4TH DAY OF SEPTEMBER, 1894.

UPON reading the application filed herein, and upon due proof of service thereof upon the objectors named in the said application, and upon reading the documents exhibited and hearing the evidence adduced before the Court, and upon hearing Mr de Lautour, of counsel for the applicant, and there being no objector present or represented, the Court doth hereby order, declare, and decree as follows:—

1. It is declared that the several contracts made by the following Native owners in the said Panikau No. 1 Block,—that is to say, Ropata Taita, Katemia Wairoro, Emi Miria Pu, Hoana Angina, Peta Kahure, Hataraka Temepara, Hare Noanoa, Emere Ngahue, Huhana Whakarau, and Henare Ruru,—for the sale of their respective freehold interests in the said Panikau No. 1 Block, 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, 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 contracts were not in any respect contrary to equity and good conscience.

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

5. It is hereby ordered and declared that the said applicant, Edward Murphy, is entitled to an estate in fee-simple in possession, free from encumbrances, in a block of 1,160 acres 3 roods, more or less, part of the said Panikau No. 1 Block, situated in Blocks I. and II., Whangara Survey District, and in Blocks XIII. and XIV., Uawa Survey District, to be hereafter known as Panikau No. 1B, being all that parcel awarded by the Native Land Court of New Zealand, on or about the 3rd day of February, 1887 (on a division then made between sellers and non-sellers), to the several Native persons the said sellers, whose sales to the applicant are hereby validated, and being that parcel known as Panikau No. 1B, containing 1,160 acres 3 roods, as the same is more particularly delineated on Plan No. 356, deposited in the District Survey Office, Gisborne, and which said parcel of land is shown on the plan endorsed hereon, and thereon edged with red lines, to hold the said parcel of land to the said applicant, his heirs and assigns, absolutely.

6. It is further ordered and decreed that all other titles to the said parcel of land known as Panikau No. 1B above particularly described shall henceforth be void and of none effect in so far as they affect the said Panikau No. 1B Block, whether the same titles be now vested in the said applicant or in any other person whomsoever, and that the registration of all the said other titles shall be cancelled and of none effect in so far as regards the said Panikau No. 1B Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G. E. BARTON, Judge.

## PANIKAU No. 2 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Murphy, of Te Arai, sheep-farmer, claiming validation of twenty-five contracts for the sale of the freehold in certain undivided shares and interests of Natives in Panikau No. 2 Block.

TUESDAY, THE 4TH DAY OF SEPTEMBER, 1894.

UPON reading the application filed herein, and upon due proof of service thereof upon the objectors named in the said application, and upon reading the documents exhibited, and hearing the evidence adduced before the Court, and upon hearing Mr. De Lautour of counsel for the applicant, and there being no objectors present or represented, the Court doth hereby order, declare, and decree as follows:—

1. It is declared that the several contracts made by the following Native owners in the said Panikau No. 2 Block—that is to say, Perenara Waharoa, Heta Kiore, Tiopira Potango, Kihirini Tupara, Apikara Tupara, Hohua Kawhia, Wiremu Kahure, Hoani Piwaka, Peta Kahure, Atareta Maitai, Ruihi te Ngara, Karauria te Aomarama, Mere Kahure, Hirini Tupara, Rutene Kuhukuhu, Hana Kara, Tapita Kawhia, Kamariera Kahure, Mere Haihai, Hori Karaka, Karaitiana te Amaru, Ripeka Moeone, Pipi Ana Kuhukuhu, Henare Ruru, Raniera Taki—for the sale of their respective freehold interests in the said Panikau No. 2 Block, 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, 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 contracts were not in any respect contrary to equity and good conscience.

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

5. It is hereby ordered and declared that the said applicant, Edward Murphy, is entitled to an estate in fee-simple in possession, free from encumbrances, in a block of 912 acres, more or less, part of the said Panikau No. 2 Block, situated in Block XIV, Uawa Survey District, to be hereafter known as Panikau No. 2B, being all that parcel awarded by the Native Land Court of New Zealand on or about the 3rd day of February, 1887 (on a division then made between sellers and non-sellers), to the several Native persons, the said sellers, whose sales to the applicant are hereby validated, and being all that parcel known as Panikau No. 2B, containing 912 acres, as the same is more particularly delineated on Plan No. 356, deposited in the District Survey Office, Gisborne, and which said parcel of land is shown on the plan indorsed hereon, and thereon edged with red lines, to hold the said parcel of land to the said applicant, his heirs and assigns absolutely.

6. It is further ordered and decreed that all other titles to the said parcel of land, known as Panikau No. 2B, above particularly described, shall henceforth be void, and of none effect, in so far as they affect the Panikau No. 2B Block, whether the same title be now vested in the said applicant or in any other person whomsoever, and that the registration of all the said other titles shall be cancelled, and of none effect, in so far as regards the said Panikau No. 2B Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G E. BARTON, Judge.

## PANIKAU No. 3 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Murphy of Te Arai, sheep-farmer, claiming validation of thirty-nine contracts for the sale of freehold in certain undivided shares and interests of Natives in Panikau No. 3 Block.

TUESDAY, THE 4TH DAY OF SEPTEMBER, 1894.

UPON reading the application filed herein, and upon due proof of service thereof upon the objectors named in the said application, and upon reading the documents exhibited, and hearing the evidence adduced before the Court, and upon hearing Mr. De Lautour, of counsel for the applicant, and there being no objectors present or represented, the Court doth hereby order, declare, and decree as follows:—

1. It is declared that the several contracts made by the following Native owners in the said Panikau No. 3 Block—that is to say, Peta Parata, Mokena Pahoe, Tepora Ruru, Arapeta Rangiua, Katerina te Mihi, Paki Tuatara, Hira Taruke, Marara Paku, Rawiri Karaha, Tiopira Potango, Arapeta te Hau, Ropiha Tamararo, Emi Miria Pu, Karauria te Aomarama, Hare Nahonaho, Rutene Kuhukuhu, Atareta Maitai, Hana Kaara, Katerina Moko, Ruruhira Manutuke, Irihapeti Tuahoanga, Taraipine Taike, Heneri Puanga, Tame Pahura, Hone Meihana, Paki te Amaru, Matenga Tamaroki, Harawira Tupara, Kerehona Piwaka, Witana Puanga, Iritana Pukepuke, Hare Manawapau, Karaitiana Ngeungeu, Hepeta Maitai, Mehaka te Ngahue, Karanama Moepuku, Hera Rangiua, Henare Ruru, Hare Noanoa—for the sale of their respective freehold interests in the said Panikau No. 3 Block, 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, 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 contracts were not in any respect contrary to equity and good conscience.

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

5. It is hereby ordered and declared that the said applicant, Edward Murphy, is entitled to an estate in fee-simple in possession, free from encumbrances, in a block of 1,280 acres, more or less, part of the said Panikau No. 3 Block, situated in Block XIV., Uawa Survey District, to be hereafter known as Panikau No. 3B Block, being all that parcel awarded by the Native Land Court of New Zealand on or about the 3rd day of February, 1887, on a division then made between sellers and non-sellers to the several Native persons, the said sellers whose sales to the said applicant are hereby validated. And being all that parcel known as Panikau No. 3B, containing 1,280 acres, as the same is more particularly delineated on plan No. 356, deposited in the District Survey Office, Gisborne, and which said parcel of land is shown on the plan indorsed hereon and thereon edged with red lines. To hold the said parcel of land to the said applicant, his heirs and assigns absolutely.

6. It is further ordered and decreed that all other titles to the said parcel of land known as Panikau No. 3B above particularly described shall henceforth be void and of none effect in so far as they affect the said Panikau No. 3B Block, whether the same titles be now vested in the said applicant, or in any other person whomsoever. And that the registration of all the said other titles shall be cancelled and of none effect in so far as regards the said Panikau No. 3B Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G. E. BARTON, Judge.

#### PANIKAU No. 4 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Murphy, of Te Arai, sheep-farmer, claiming validation of forty-two contracts for the sale of the freehold in certain undivided shares and interests of Natives in Panikau No. 4 Block.

TUESDAY, THE 4TH DAY OF SEPTEMBER, 1894.

UPON reading the application filed herein, and upon due proof of service thereof upon the objectors named in the said application, and upon reading the documents exhibited, and hearing the evidence adduced before the Court, and upon hearing Mr De Lautour, of counsel for the applicant, and there being no objectors present or represented, the Court doth hereby order, declare, and decree as follows:—

1. It is declared that the several contracts made by the following Native owners in the said Panikau No. 4 Block—that is to say, Rameka Makuru, Taopoaka Pipi, Matire Rangi, Tiopira Tahore or Kaitara, Tahauru, Katerina Wairoro, Hohua Kawhia, Tame Whano, Ema Whango, Heni Rakaia, Wiremu Kahure, Peta Kahure, Tiopira Potango, Ihaka Marino, Te Matenga Tamaroki, Rauhania Karaka, Rutene Kuhukuhu, Atareta Maitai, Riria Merengi, Hakopa Tora, Katerina Moko, Hone Hira te He, Hariata Rotuhanga, Mere Meihana, Pirihiira te Kuru, Paki Amaru, Rutu Hape, Harawira Tupara, Ani Piwaka, Hemi Kaitara, Hepeta Maitai, Iritana Pukepuke, Tamihana te Aotata, Miriama Poraku, Anaru Taruke, Mehaka Ngahue, Heremia Pouhene, Hataraka Rangi, Hori Karaka te Tou, Hana Kaara, Rutene Koroua, Henare Ruru—for the sale of their respective freehold interests in the Panikau No. 4 Block, 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 sale of the said interests in the said block.

2. It is further declared that the said several contracts are contracts which, irrespective of form, 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 contracts were not in any respect contrary to equity and good conscience.

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

5. It is hereby ordered and declared that the said applicant, Edward Murphy, is entitled to an estate in fee-simple in possession, free from encumbrances, in a block of 927 acres 2 roods 30 perches, more or less, part of the said Panikau No. 4 Block, situated in Block XIV., Uawa Survey District, and Block II., Whangara Survey District, to be hereafter known as Panikau No. 4B Block, being all that parcel awarded by the Native Land Court of New Zealand on or about the 3rd day of February, 1887, on a division then made between sellers and non-sellers to the several Native persons, the said sellers, whose sales to the applicant are hereby validated, and being all that parcel known as Panikau No. 4B, containing 927 acres 2 roods 30 perches, as the same is more particularly

delineated on Plan No. 356, deposited in the District Survey Office, Gisborne, and which said parcel of land is shown on the plan indorsed hereon, and thereon edged with red lines, to hold the said parcel of land to the said applicant, his heirs and assigns absolutely

6. It is further ordered and decreed that all other titles to the said parcel of land known as Panikau No. 4B, above particularly described, shall henceforth be void and of non-effect in so far as they affect the said Panikau No. 4B Block, whether the said titles be now vested in the said applicant or in any other person whomsoever and that the registration of all the said other titles shall be cancelled and of non-effect in so far as regards the said Panikau No. 4B Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G. E. BARTON, Judge.

PANIKAU No. 5 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Murphy, of Te Arai, sheep-farmer, claiming validation of thirty-four contracts for the sale of the freehold in certain undivided shares and interests of Natives in Panikau No. 5 Block.

TUESDAY, THE 4TH DAY OF SEPTEMBER, 1894.

UPON reading the application filed herein, and upon due proof of service thereof upon the objectors named in the said application, and upon reading the documents exhibited, and hearing the evidence adduced before the Court, and upon hearing Mr De Lautour of counsel for the applicant, and there being no objectors present, or represented, the Court doth hereby order, declare, and decree as follows:—

1. It is declared that the several contracts made by the following Native owners in the said Panikau No. 5 Block—that is to say Kingi Hori Toa, Rapata Taita, Hori Peita, Hamiora Maunga, Paora Hura, Tamati Ota, Enoka Whakatete, Heta Mangungu, Pera Kahore, Tahauru, Heni Whareponga, Hoana Maunga, Heni te Rohahiwi, Eru Pao, Kereama Piwaka, Arapeta te Hau, Te Hapi Kutia, Himiona te Kani, Ruruhira Manutuke, Irihapeti Tuahoanga, Heneri Temepara, Keita Ngahue, Hone Meihana Tamararo, Tanatiu te Kani, Kamariera Kahure, Timoti Wahahuka, Apiata te Hame, Hone Niwa, Marata Whana, Te Hapi Hinaki, Tiopira Kaitara, Wiremu te Hau, Heni te Wene, Emere Ngahue—for the sale of their respective freehold interests in the said Panikau No. 5 Block, 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, 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 contracts were not in any respect contrary to equity and good conscience.

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

5. It is hereby ordered and declared that the said applicant, Edward Murphy, is entitled to an estate in fee-simple in possession, free from encumbrances, in a block of 540 acres, more or less, part of the said Panikau No. 5 Block, situated in Block II., Whangara Survey District, and Block XIV., Uawa Survey District, to be hereafter known as Panikau No. 5B Block, being all that parcel awarded by the Native Land Court of New Zealand, on or about the 3rd day of February 1887, on a division then made between sellers and non-sellers to the several Native persons, the said sellers, whose sales to the applicant are hereby validated. And being all that parcel known as Panikau No. 5B Block, containing 548 acres, as the same is more particularly delineated on Plan No. 356, deposited in the District Survey Office, Gisborne, and which said parcel of land is shown on the plan indorsed hereon, and thereon edged with red lines. To hold the said parcel of land to the said applicant, his heirs, and assigns absolutely

6. It is further ordered and decreed that all other titles to the said parcel of land known as Panikau No. 5B, above particularly described, shall henceforth be void and of non-effect, in so far as they affect the said Panikau No. 5B Block, whether the same titles be now vested in the said applicant or in any other person whomsoever. And that the registration of all the said other titles shall be cancelled and of non-effect in so far as regards the said Panikau No. 5B Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G. E. BARTON, Judge.

IHUNUI BLOCK.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the application of Andrew Reeves for the validation of six contracts for sale of undivided freehold interests in the Ihunui Block, situated in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne, and in the application of William Frederic Hale for validation of a contract for sale of one equal undivided half-share—a freehold interest of Wi Kingi Hori in said block, and in the application of Timi Moriti and Wi Paraone, claiming as executors of the will of Hirini Haereone, a non-seller, deceased owner in the said block, for a partition between them and the other owners of said block.

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 Anaaura Block, situate within the Gisborne district, and within the jurisdiction of the Validation Court, and for a partition of the said Anaaura Block for the purposes of the said lease.

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

Name of Maori Owner.	Amount to be paid.		
	£	s.	d.
Hirini Tutu, as successor to Paora Tutu	8	0	0
Te Peka Marotiri	8	0	0
Arapeta Potae	8	0	0
Henare Potae	8	0	0
Kereana Potae, as successor to Karauria te Kani	8	0	0
Peta Kurekure	8	0	0
Wiremu Konohi, successor to Eru Hoki	8	0	0
Hoani Muhu	8	0	0
Hari Mokoera	8	0	0
Mihi Pahura	8	0	0
Teone Henihana, as a successor to one-fourth share of Tamata Koaha	2	0	0
Hori Matua, as a successor to one-fourth share of Tamati Koaha	2	0	0
Hopara Konoha, as a successor to one-fourth share of Tamati Koaha	2	0	0
Ropata Wahawa	2	0	0
Tu Maurirere, as a successor to one-third share of Tamaki te Rangī	2	13	4
Raiha Tautau, as a successor to one-third share of Tamaki te Rangī	2	13	4
Eria Manu, as a successor to one-third share of Rapata Hoe	2	13	4
Hare Rangiuia, as a successor to one-third share of Rapata Hoe	2	13	4
Hemi Kaipau	8	0	0
Tama Pahura, as a successor to one-third share of Pateriki Pahura	2	13	4
Hatiwira Pahura, as a successor to Paterika Pahura	2	13	4
Katarina Pahura, as a successor to one-third share of Pateriki Pahura	2	13	4
Raniera te Heuheu	8	0	0
Tuporaka Komaru, as a successor to one-third share of Peta Komaru	2	13	4
Kupara Komaru, as a successor to one-third share of Peta Komaru	2	13	4
Keita Komaru, as a successor to one-third share of Peta Komaru	2	13	4
Heremia Taurewa	8	0	0
Maraea Toko	8	0	0

2. It is further ordered and decreed that from and after the said 18th May, 1895, the said J. D. Ormond, his executors, administrators, or assigns, shall no longer be entitled to use and occupy the whole Anaura Block, but he and they shall henceforth be entitled to use and occupy as lessee or lessees that portion of the said Anaura Block called Anaura D Block, containing 4,621 acres, described as follows: Commencing at a point on the Hikuwai Stream called Papaheketanga, thence north-easterly by a straight line parallel to the southern boundary of the Anaura Block, sufficient to contain 200 acres, known as Anaura B, by producing a straight line at right angles until it strikes the Raponga Stream, thence following the said stream to the bridge on the Tokomaru Road, thence by a straight line to the Hikuwai Stream thence following the course of the Hikuwai Stream in a northerly direction to a point marked "A" on the plan, thence by a straight line in a southerly direction until it strikes the Tokomaru Road, thence by the western side of the said road at a point marked "B" on the plan thence north-easterly by a straight line in the direction of the corner of the Tokomaru Coast Road, near the stream called Waitata, marked "C" on the plan, previously including all the paddocks, and following the line of external fencing on the northern side to its contact with the said road north of the point "C", thence by the western side of the said road to the corner marked "C," near the Waitata Stream thence by that stream to the sea-coast, thence southerly by the sea-coast to the northern boundary of the Kaiaua Block, thence south-westerly by the northern boundary of the Kopuatarakihi No. 1 Block, excluding 200 acres of the land known as Anaura C, the boundaries of which are more particularly described as commencing at a bridge on the old road on the Parakawai Stream thence by a straight line south-easterly until it touches the southern boundary of the Anaura Block, thence along the said boundary in a north-easterly direction to a point sufficient in distance to contain the required area between the southern boundary and the old road aforesaid by producing a line at the right angles to the boundary to the said road, thence along the said road to the bridge, thence from the southernmost point of the Anaura C Block, following the southern boundary of the Anaura Block in a south-westerly direction, to the Hikuwai Stream, thence by the said stream to Papaheketanga, the starting-point, excepting only from the above 4,621 acres, the grave-yards near the Anaura Homestead.

3. It is further ordered and declared that the said lessee or lessees shall be entitled to such use and occupation of the said 4,621 acres for the term of seventeen years, to be computed from the said 18th May, 1895, yielding and paying therefor the annual rent of £186 13s. 4d., on the 18th May in each and every year, the first of such payments to be made on the 18th day of May, 1896.

4. It is further ordered and decreed that until the further order of this Court the said rent of £186 13s. 4d. shall be paid and payable to the said several persons who have signed the said contract for a lease dated the 18th of May, 1891, and their successors, in the following proportions, that is to say:—

Name of Maori Owner.	Amount to be paid.		
	£	s.	d.
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

Name of Maori Owner.	Amount to be paid.		
	£	s.	d.
Hera Waipaka, as a successor to one-fourth share of Pita Houao	2	0	0
Patara Rangi	8	0	0
Hirini Tutu, successor to Paora Tutu	8	0	0
Te Peka Marotiri	8	0	0
Arapeta Potae	8	0	0
Henare Potae	8	0	0
Kereana Potae, successor to Karauria te Kani	8	0	0
Peta Kurekure	8	0	0
Wiremu Konohi, successor to Eru Hoki	8	0	0
Hoani Muhu	8	0	0
Hari Mokoera	8	0	0
Mihi Pahura	8	0	0
Teone Henihana, successor to one-fourth share of Tamati Koaha	2	0	0
Hori Matua, successor to one-fourth share of Tamati Koaha	2	0	0
Hopara Konohi, successor to one-fourth share of Tamati Koaha	2	0	0
Ropata Wahawaha	8	0	0
Tu Maurirere, successor to one-third share of Tamiki te Rangi	2	13	4
Raiha Tautau, successor to one-third share of Tamiki te Rangi	2	13	4
Eria Manu, successor to one-third share of Rapata Hoe	2	13	4
Hare Rangiua, successor to one-third share of Rapata Hoe.	2	13	4
Hemi Kaipau.	8	0	0
Tami Pahura, successor to one-third share of Patariki Pahura	2	13	4
Haniwira Pahura, successor to one-third share of Patariki Pahura	2	13	4
Katarina Pahura, successor to one-third share of Patariki Pahura	2	13	4
Raniera Heuheu	8	0	0
Tuporaka Komaru, successor to one-third share of Peta Komaru	2	13	4
Keita Komarau, successor to one-third share of Peta Komaru	2	13	4
Kupara Komaru, successor to one-third share of Peta Komaru	..	2	13
Heremia Taurewa	8	0	0
Maraea Toko	8	0	0

5. It is further ordered and decreed that said lessee or lessees shall, during the said term of seventeen years, be entitled to a right-of-way and of egress and regress along such portion of the ridge known as Taumata Pakura as shall not be included in the said 4,621 acres, for himself and themselves, their servants, horses, cattle, sheep, and other stock, and whether with or without carts or other vehicles.

6. It is further ordered and decreed that all covenants, expressed or implied, in the said contract for lease dated the 18th May 1891, shall be observed and performed by the said parties and their assigns, in so far as they relate to the 4,621 acres, and no further or otherwise, and that the said lessors of the said 4,621 acres shall be entitled for non-payment of the said rent, or for other breach of covenant expressed or implied in the said lease, so far as it relates to the said 4,621 acres, to terminate the said term hereby decreed in the same manner and in the same events as they would have been entitled to terminate the term given under the said agreement for lease of the 18th May, 1891, if it had been a valid demise.

7. It is further ordered that any Native owner in the Anaura Block shall be entitled to apply to this Court for a partition of the said block between the owners thereof, and nothing herein contained shall, on the hearing of such application, be construed to prevent any Native owner from claiming or showing a right to any and every part or parcel of the said block, whether it be portion of the said 4,621 acres or not, it being hereby expressly declared that the said 4,621 acres have been set apart by the Court with the assent and by arrangement between the parties for the use and occupation of the said lessee, and for that purpose only, but no partition hereinafter to be made shall lessen or prejudice the right of the said lessee or lessees to use and occupy the said 4,621 acres, or any part thereof, during the said term of seventeen years.

8. It is further ordered and decreed that a certain alleged deed of lease, dated the 5th April, 1874, made between certain Native owners of the said Anaura Block and Alexander Dalziel and John Edward Espie, therein described, shall be henceforth void and of none effect, and it is further declared that all other leases or agreements for lease, whether to the said Alexander Dalziel and John Edward Espie, or any other person or persons whomsoever, shall be henceforth void and of none effect, and the registration thereof shall be cancelled.

9. It is further declared that leave be reserved to all or any of the parties to these proceedings to apply to the Court at any time for any purpose whatever, as they may be advised.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 18th day of September, 1894.

G. E. BARTON, Judge.

#### KOTOREPAIA BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Circuit Latter and Harry Joseph Beswick, both of Christchurch, trustees of the estate of Robert Heaton Rhodes (deceased), for validation of ten contracts for sale of freehold interests in the Kotorepaia Block, situate in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

MONDAY, THE 10TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said Edward Circuit Latter and Harry Joseph Beswick filed in this honourable Court, and upon proof of the service thereof upon the objectors named in the said application, and upon hearing the evidence adduced before the Court by all the parties appearing before it, and upon reading the several documents exhibited in evidence, and upon hearing Mr Finn, of counsel for the said applicants, this Court doth declare, order, and decree as follows:—

1. It is declared that the several contracts for sale to Robert Heaton Rhodes, of Christchurch, Esquire (now deceased), made by the following persons, owners in the said Kotorepaia Block—Tuta Nihoniho, Rerata Hape, Heri Nohoaka, Hori te Ori, Erara, Rauhaere, Peti Poihakerā, Eruera Ariari, Peti Matekiro, Kararaina Turaki, Ropata Wahawaha—for the sale of their respective freehold interests in the said Kotorepaia Block to the said Robert Heaton Rhodes, 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 sale of the said interests in the said block.

2. It is further declared that the said several contracts are contracts which, irrespective of form, had they been made between Europeans, touching and 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 several contracts were fully and perfectly understood at the time they were entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were made.

5. It is now ordered and decreed that the said Edward Circuit Latter and Harry Joseph Beswick shall be entitled to an estate of fee-simple in possession, free from all encumbrances, in all that parcel of land containing by admeasurement 794 acres, more or less, situated in the Hikurangi Survey District, and known as the Kotorepaia No. 2 Block, as the same is delineated on the plan drawn hereon edged red, and it is further ordered and decreed that all other titles to the said parcel of land known as Kotorepaia No. 2 Block shall be henceforth void, destroyed, and of none effect, and it is declared that the certificate of title issued by the District Land Registrar of Hawke's Bay under the provisions of the Land Transfer Act to the said Native owners shall be cancelled, and deemed as of none effect, and that a certificate of title under the provisions of the said Land Transfer Act be issued in favour of the said applicants, Edward Circuit Latter and Harry Joseph Beswick, therefor.

Leave is hereby reserved for the said applicants to move for any further or other decree in the premises.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 10th day of September, 1894.

G. E. BARTON, Judge.

PAEKAWA No. 2 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Circuit Latter and Harry Joseph Beswick, both of Christchurch, trustees of the estate of Robert Heaton Rhodes (deceased) for validation of thirty-seven contracts for sale of freehold interests in the Paekawa No. 2 Block, situate in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

MONDAY, THE 10TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said Edward Circuit Latter and Harry Joseph Beswick filed in this honourable Court, and upon proof of the service thereof upon the objectors named in the said application, and upon hearing the evidence adduced before the Court by all the parties appearing before it, and upon reading the several documents exhibited in evidence, and upon hearing Mr. Finn, of counsel for the said applicants, this Court doth declare, order, and decree as follows:—

1. It is declared that the several contracts for sale to Robert Heaton Rhodes, of Christchurch, Esquire (now deceased), made by the following persons, owners in the said Paekawa Block—Mere Waimanuka, Kerana te Purai, Ropihana Huatau, Erana Rauhaere, Te Honiana Auriri, Mere Whariki, Ruirā Wharekohu, Mere Arihi Tawhara, Natama Maukau, Piripi te Awarau, Te Hemara Moana, Heni Mohoaka, Renata Apawai, Hori Tutere, Pipi Taweka, Mokena Horua, Perenata Kaiwi, Mere Ruawahine, Ruirā Kahawai, Raana Pakau, Wiremu Taika, Hare Maruata, Piniha Tahiriri, Riwai Tauranga, Nepia Hurikara, Naera Otutu, Mokena Kahu, Wi Pahau, Wiremu te Owai, Eruera Ariari, Heni te Aomihia, Renata Hape, Kereama Kaipara, Apirana Tatua, Peti Poihakena, Ham iora Ngarimu, Himiona te Moana—for the sale of their respective freehold interests in the said Paekawa Block to the said Robert Heaton Rhodes, 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, had they been made between Europeans, touching and 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 several contracts were fully and perfectly understood at the time they were entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were made.

5. It is now ordered and decreed that the said Edward Circuit Latter and Harry Joseph Beswick shall be entitled to an estate of fee-simple in possession, free from all encumbrances, in all that parcel of land containing by admeasurement 528 acres, more or less, situated in the Mata and Hikurangi Survey Districts, and known as the Paekawa No. 2 Block, as the same is delineated in the plan drawn hereon edged red, and it is further ordered and decreed that all other titles to the said parcel of land known as Paekawa No. 2 Block shall be henceforth void, destroyed, and of none effect and it is declared that the certificate of title issued by the District Land Registrar of Hawke's Bay, under the provisions of the Land Transfer Act, to the said Native owners, shall be cancelled and deemed as of none effect, and that a certificate of title under the provisions of the said Land Transfer Act be issued in favour of the said applicants, Edward Circuit Latter and Harry Joseph Beswick, therefor

Leave is hereby reserved for the said applicants to move for any further or other decree in the premises.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 10th day of September, 1894.

G. E. BARTON, Judge.

POUTURU BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Circuit Latter and Harry Joseph Beswick, both of Christchurch, trustees of the estate of Robert Heaton Rhodes (deceased), for validation of twenty-seven contracts for sale of freehold interests in the Pouturu Block, situated in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

TUESDAY THE 11TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said Edward Circuit Latter and Harry Joseph Beswick, filed in this honourable Court, and upon proof of the service thereof upon the objectors named in the said application, and upon hearing the evidence adduced before the Court by all the parties appearing before it, and upon reading the several documents exhibited in evidence, and upon hearing Mr Finn, of counsel for the said applicants, this Court doth declare, order, and decree as follows:—

1. It is declared that the several contracts for sale to Robert Heaton Rhodes, of Christchurch, Esquire (now deceased), made by the following persons, owners in the said Pouturu Block—Tuta Nihoniho, Peta Tewa, Nepia Hurikara, Hone Poihakena, Harata Tuari, Anaru te Kahaki, Hamiora Ngarimu, Hekiera Tuterangi, Maraki Tautuhi, Winiata Tapaki, Hoana Whakama, Mohi Turei, Raniera Tuhua, Pita Horuhoru, Miria Whakaiti, Hurata Taheke, Reupene Tiere, Maraea Tauoha, Eruera Piritā, Tarati Wahakino, Rapata te Kooro, Hari Tokoaka, Henare Tuatai, Peti Matekino, Hetekia Motu, Piriha Tihore, Renata Rangipapa, Mere Hineitukua, Ripeka Paia, Peti Poihakena, Erana Rauhaere, Kararauia Turaki, Mokena Romio, Herewini Huriwaka, Wiremu Pewhairangi, Himiona te Moana, Hare Paraone, Ruirā Makuawe, Hoterene Karaka, Makari Tamanga, Hoani Kaikapo, Horomona Hapai, Hori Matamua, Apirana Tatua, Wiremu te Urupa, Reupena te Ana, Mata Pongahuru, Heni Nohoaka, Tamati te Ota, Himiona Tiwhatiwha, Hekiera Taurare, Hori Peita, Himiona te Owai, Pine Tipuna, Wi Turehu, Riria Kowhai, Eruera Kupenga, Hare Pikoī, Pekama Pahuru, Perenata Kaiwi, Riwai te Hana, Hone Korokaingatua, Hori Tuhere, Te Paia Pakawe, Haua Konewa, Heni Herewaka, Herewini Waitatari, Maraea Whakaki, Kereama Kaipara, Erana Okore, Hanara te Whio, Hohepa Kairi, Hiria te Kakahurumai, Makutu Tamati, Pekama Tuha, Auaru Ngamu, Hamana Turi—for the sale of their respective interests in the said Pouturu Block to the said Robert Heaton Rhodes, 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, had they been made between Europeans, touching and 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 several contracts were fully and perfectly understood at the time they were entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were made.

5. It is now ordered and decreed that the said Edward Circuit Latter and Harry Joseph Beswick shall be entitled to an estate of fee-simple in possession, free from all encumbrances, in all that parcel of land, containing by admeasurement 1,216 acres, more or less, situated in the Hikurangi Survey District, and known as the Pouturu No. 2 Block, as the same is delineated on the plan drawn hereon, edged red.

And it is further ordered and decreed that all other titles to the said parcel of land known as Pouturu No. 2 Block shall be henceforth void, destroyed, and of none effect. And it is declared that the certificate of title issued by the District Land Registrar of Hawke's Bay under

the provisions of the Land Transfer Act to the said Native owners shall be cancelled and deemed as of none effect, and that a certificate of title under the provisions of the said Land Transfer Act be issued in favour of the said applicants, Edward Circuit Latter and Harry Joseph Beswick, therefor.

Leave is hereby reserved for the said applicants to move for any further or other decree in the premises.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 11th day of September 1894.

G. E. BARTON, Judge.

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RANGIKOHUA No. 2 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Circuit Latter and Harry Joseph Beswick, both of Christchurch, trustees of the estate of Robert Heaton Rhodes (deceased), for validation of twenty-two contracts for sale of freehold interests in the Rangikohua No. 2 Block, situate in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

TUESDAY, THE 11TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said Edward Circuit Latter and Harry Joseph Beswick, filed in this honourable Court, and upon proof of the service thereof upon the objectors named in the said application, and upon hearing the evidence adduced before the Court by all the parties appearing before it, and upon reading the several documents exhibited in evidence, and upon hearing Mr Finn, of counsel for the said applicants, this Court doth declare, order, and decree as follows:—

1. It is declared that the several contracts for sale to Robert Heaton Rhodes, of Christchurch, Esquire (now deceased), made by the following persons, owners in the said Rangikohua No. 2 Block—Ani Ponahaua, Nepia Hurikara, Hana Maraea Rairi, Hohepa Rairi, Heni Herewaka, Hori te Apinga, Ani Kuini, Katarina te Kani, Hanora te Whiu, Tuta Pawhero, Makere Rairi, Tuta Ngarimu, Maraki Tautuhi, Hekiera Taurare, Wi Hunia, Te Whiu o Parae, Peta te Haura, Makere Takawhenua, Winita Kairohi, Mere Katene Taiapa, Apikara Kuruwai, Hari Tokowaka—for the sale of their respective freehold interests in the said Rangikohua No. 2 Block to the said Robert Heaton Rhodes, 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, had they been made between Europeans, touching and 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 several contracts were fully and perfectly understood at the time they were entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were made.

5. It is now ordered and decreed that the said Edward Circuit Latter and Harry Joseph Beswick shall be entitled to an estate of fee-simple in possession, free from all encumbrances, in all that parcel of land, containing by admeasurement 322 acres, more or less, situated in the Mata and Hikurangi Survey Districts, and known as the Rangikohua No. 8 Block, as the same is delineated on the plan drawn hereon, edged red.

And it is further ordered and decreed that all other titles to the said parcel of land known as Rangikohua No. 8 Block shall be henceforth void, destroyed, and of none effect, and it is declared that the certificate of title issued by the District Land Registrar of Hawke's Bay under the provisions of the Land Transfer Act to the said Native owners shall be cancelled and deemed as of none effect, and that a certificate of title under the provisions of the said Land Transfer Act be issued in favour of the said applicants, Edward Circuit Latter and Harry Joseph Beswick, therefor.

Leave is hereby reserved for the said applicants to move for any further or other decree in the premises.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 11th day of September, 1894.

G. E. BARTON Judge.

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RANGIKOHUA No. 3 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Edward Circuit Latter and Harry Joseph Beswick, both of Christchurch, trustees of the estate of Robert Heaton Rhodes, deceased, for validation of 103 contracts for sale of freehold interests in the Rangikohua No. 3 Block, situate in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

WEDNESDAY, THE 12TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said Edward Circuit Latter and Harry Joseph Beswick, filed in this honourable Court, and upon proof of service thereof upon the objectors named in the said application, and upon hearing the evidence adduced before the Court by all parties appearing before it, and upon reading the several documents exhibited in evidence, and upon hearing Mr. Finn, of counsel for the said applicant, this Court doth declare, order and decree as follows:—

1. It is declared that the several contracts for sale to Robert Heaton Rhodes, of Christchurch, Esquire (now deceased) made by the following persons, owners in the said Rangikohua No. 3 Block Tuta Nihoniho, Maraki Tautuhi, Erueti Rera, Himiona Hohua, Pekama Pahuru, Maraea Tauoha, Eruera Piritā, Raniera Tuhua, Hate Taituha, Mokera Horua, Mere Whariki, Hamiora Ngarimu, Harata Taiheke, Herewiri Hori, Mere Nihoniho, Heri Nohoaka, Miria Whakaiti, Maraea Kahu, Te Rana Pakau, Iritana Iriwaho, Makere Taiaha Peti Waiariki, Reupena Torea, Araru te Kahaki, Wi Pewhairangi, Hone Heke, Wiremu Tuhura, Erara Tuhura, Hira Whaikapakapa Horomona Hapai, Pekama Waiti, Hare Maruata, Mere Ruawahirie, Puie Tipuna, Eruera Kupenga, Aperara Tatua, Nepia Hurikara, Wiremu Taiaha, Wi te Rure, Mokera Kahu, Renata Hape, Iehu Haki, Eruera Ariari, Hekiera Tuterangi, Hera Ngawati (successor to Hemi Awariu), Hare Paraone, Hone Poihakena, Tuta te Ua, Reupene te Aua, Auaru Ngauru Pekama Tuha, Heni Taiaha, Hori te Rangikamatao, Himiona Tiwhatiwha, Mere Arihi Ngarigira, Iritana Kakano, Pita Horuhoru, Te Wharau Taitua, Hamiora Houkamau, Perenata Kaiwi, Hekiera Taurare, Hoterere Karaka, Wiremu Tuhoro, Maraea Ngaki, Roka te Whataaruhe, Raiha Putotu, Pipi Taweka, Pita Rongo, Wi Patai, Koroniria Wehenga, Hohepa Rairi, Hara Maraea, Pohoi Tieki, Peta Tamahori, Eparamia Uruika, Herewiui Waitatari, Wiremu Ngaupuku, Hetekia Waimotu, Harara Tangiawha, Henare Tuatai, Renata Mahemahe, Miriama Tihore, Pare Tatua, Kereama Tamararo, Wiremu Tohi, Himi Ngatai, Hori Waiti, Hemi te Kahurangi, Mereana Okeoke, Hiria Hokianga, Manahi Kaeha, Hati Houkamau, Tuta Ngarimu, Makere Ngangira, Tamati te Ota, Hori Peita, Hekiera Tataikoko, Raiha Kakupaea, Hunia Karaka, Riria Rehua, Ratimira Puni, Kiore Whatiria, Tamati Puni—for the sale of their respective freehold interests in the said Rangikohua No. 3 Block to the said Robert Heaton Rhodes, 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, had they been made between Europeans, touching and 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 several contracts were fully and perfectly understood at the time they were entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were made.

5. It is now ordered and decreed that the said Edward Circuit Latter and Harry Joseph Beswick shall be entitled to an estate of fee-simple in possession, free from all encumbrances, in all that parcel of land containing by admeasurement 2,899 acres, more or less, situated in the Mata and Hikurangi Survey Districts, and known as the Rangikohua No. 7 Block, as the same is delineated on the plan drawn hereon, edged red.

And it is further ordered and decreed that all other titles to the said parcel of land known as Rangikohua No. 7 Block shall be henceforth void, destroyed, and of none effect and it is declared that the certificate of title issued by the District Land Registrar of Hawke's Bay under the provisions of the Land Transfer Act to the said Native owners shall be cancelled and deemed as of none effect, and that a certificate of title under the provisions of the said Land Transfer Act be issued in favour of the said applicants, Edward Circuit Latter and Harry Joseph Beswick, therefor.

Leave is hereby reserved for the said applicants to move for any further or other decree in the premises.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 12th day of September, 1894.

G. E. BARTON, Judge.

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WHAKAMARUTUNA BLOCK.

IN THE VALIDATION COURT AT GISBORNE

In the application of Edward Circuit Latter and Harry Joseph Beswick, both of Christchurch, trustees of the estate of Robert Heaton Rhodes (deceased), for validation of eighty contracts for sale of freehold interests in the Whakamarutuna Block, situate in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

WEDNESDAY, THE 12TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said Edward Circuit Latter and Harry Joseph Beswick, filed in this honourable Court, and upon proof of the service thereof upon the objectors named in the said application, and upon hearing the evidence adduced before the Court by all the parties appearing before it, and upon reading the several documents exhibited in evidence, and upon hearing Mr. Finn, of counsel for the said applicants, this Court doth declare, and order, and decree as follows:—

1. It is declared that the several contracts for sale to Robert Heaton Rhodes, of Christchurch, Esquire (now deceased), made by the following persons, owners in the said Whakamarutuna Block—Hekiera Tataikoko, Horomona Hapai, Wiki te Piri, Reihana Katua, Tuta Nihoniho, Matui te Rango, Maraki Tautuhi, Haira te Rango, Makere te Hau, Piniha Pahau, Ritihia Ruinui, Hare Paraone, Taruhira Whaaki, Hamiora Katia, Paranihi Tipare, Matiri Huroa, Hakopa Tipaata, Tamati te Ohaere, Hana Horuhoru, Hare Piko, Arapera te Reo, Watene Ketua, Pirihiha Materoa, Hekiera Tuhou, Piripi Puoho, Hone Poi, Riria Katua, Rahera Whariki, Wi te Hau, Te Rina Kauri, Mere Ruawahine, Ruiha Rangiakina, Ihaka Maika, Anaru Teretere, Harete Ueue, Maora Puke, Maraea Ketua, Paora Kabu, Miriama Oriā, Eru Tokara, Mere Karaka Herehere, Marara Tahuka, Hira Whanautana, Hona Taewa, Hira Tamihere, Patara Tuau, Pita Timotimo, Wirihana Pahou, Rahera Pahou, Winiata Taniwha, Ripaka Maiwera, Hekiera te Oka, Mere Moana, Heni Haere, Piniha Tamaauahi, Miria Tipuna, Akaripa Hoti, Mereana te Piri, Hirini Pehu, Mere Tuhou, Hoani Pari, Ngaperu, Reupene Tiera, Roka Wahawaha, Tuta Tamati, Hariata Parekaahu, Kereama Matehe, Hone Hehe, Makere Timotimo, Meri Whariki, Heni Nohowaka, Renata Hape, Erama Kahina, Eruera Potaka, Pekama Pahuru, Eruera Ariari, Wi Pewhairangi, Riria Kowhai, Peti Poihakena, Erama Waipapa—for the sale of their respective freehold interests in the said Whakamarutuna Block to the said Robert Heaton Rhodes, 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 sale of the said interests in the said block.

2. It is further declared that the said several contracts are contracts which, irrespective of form, had they been made between Europeans, touching and 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 several contracts were fully and perfectly understood at the time they were entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the time and under the circumstances in which they were made.

5. It is now ordered and decreed that the said Edward Circuit Latter and Harry Joseph Beswick shall be entitled to an estate of fee-simple in possession, free from all encumbrances, in all that parcel of land containing by admeasurement 990 acres, more or less, situated in the Hikurangi Survey District, and known as Whakamarutuna No. 2 Block, as the same is delineated on the plan drawn hereon, edged red and it is further ordered and decreed that all other titles to the said parcel of land known as Whakamarutuna No. 2 Block shall be henceforth void, destroyed, and of none effect and it is declared that the certificate of title issued by the District Land Registrar of Hawke's Bay under the provisions of the Land Transfer Act to the said Native owners shall be cancelled and deemed as of none effect, and that a certificate of title under the provisions of the said Land Transfer Act be issued in favour of the said applicants, Edward Circuit Latter and Harry Joseph Beswick, therefor

Leave is hereby reserved for the said applicants to move for any further or other decree in the premises.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this 12th day of September 1894.

G. E. BARTON, Judge.

WHAREKOPAE No. 1B 2.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the matter of the application of Thomas Charles Williamson, James Douglas Williamson, both of Auckland, gentlemen, and Sydney Williamson, of Ngatapa, gentleman, executors under the will of the Honourable James Williamson, M.L.C., deceased, late of Auckland, claiming validation of certain contracts for sale of the freehold in certain shares and interests of Natives in Wharekopae No. 1 and Wharekopae No. 1B Blocks, which estates, shares, and interests are all comprised in all that portion of the aforesaid lands now known as Wharekopae No. 1B 2.

UPON reading the application filed herein, and upon hearing Mr De Lautour, of counsel for the applicants, and the evidence adduced on their behalf and no objectors appearing and it having been shown to the satisfaction of the Court that the notices to objectors had been duly served according to the practice of the Court, and that the several contracts, invalid under the provisions of statutes now repealed, and purporting to effect alienations of the freehold of the several estates, shares, and interests of the several Native owners in the lands the subject of the said several contracts, were contracts which, had they been made between Europeans concerning lands held under Crown grant, would have been valid and binding contracts not contrary to equity and good conscience, fully and perfectly understood at the time they were entered into by the contracting parties, and fair contracts for a reasonably sufficient and lawful consideration at the time and under the circumstances in which they were made; it is hereby declared and decreed that the several contracts hereunder mentioned—that is to say,

(1.) Conveyance, 30th September, 1882, of an undivided freehold interest in Wharekopae No. 1 to Pimia Aata Wikitoria te Haka. (2.) Conveyance, 9th December, 1882, of undivided freehold interests in Wharekopae No. 1 to Charles William Ferris Pohoi, Hare Matenga (as a successor to Hine Whakamaua) Tapita Ireto, Mere Hake, Heni Haua, Rawinia Ahuroa, Pimia Aata (as purchaser from Wikitoria te Haka), Keita Rangiwhaitiri, Mere Hare, Hare Kopakopa, Pimia Aata, Hera te Rakitai, Ereti te Raihe, Kataraina Whati-

whati (as successor to one-half share of Peniamine) Nohoparae, Arihia Kotiti (as successor to Heni Taua or Hokopu), Haromi Mokena, Hohepa Kota, Anaru Matete, Te Ao Pakurangi, Peti Karaitiana, Te Ao Pakurangi (as successor to one-fourth share of Paranihi Pouretua) (3.) Memorandum of transfer of 30th December, 1884, of an undivided freehold interest in Wharekopae No. 1B to Auckland Agricultural Company (Limited) Harata Haumapuhia. (4.) Memorandum of transfer of 27th June, 1884, of undivided freehold interest in Wharekopae No. 1B to Auckland Agricultural Company (Limited) Hiraina Poaru, Hera Porakau, Ranapia te Amoriro (successors severally to one-fourth share of Paranihi Pouretua) (5.) Memorandum of transfer, 3rd July, 1884, of an undivided freehold interest in Wharekopae No. 1B to Auckland Agricultural Company (Limited) Hata Waingaruru. (6.) Memorandum of transfer, 10th October, 1884, of an undivided freehold interest in Wharekopae No. 1B Wiremu Iretoro—

to the Auckland Agricultural Company (Limited) ought to be carried out and duly performed And whereas it was, amongst other things, proved to the satisfaction of the Court that the Native Land Court, on the 14th day of October, 1887, made a partition of the Wharekopae No. 1B Block, and awarded, in satisfaction of the sales of the aforesaid undivided estates, shares, and interests of the aforesaid Native vendors, one parcel of the said block Wharekopae No. 1B to the Auckland Agricultural Company (Limited), being the subdivision known as Wharekopae No. 1B 2, containing 3,067 acres 2 roods 16 perches, more or less And whereas it is alleged that the said order for partition in favour of the said Auckland Agricultural Company (Limited) is invalid, and cannot be registered, for the technical reason that the Crown grant issued upon the order of partition for the Wharekopae No. 1B Block bears date subsequent to—although, in fact, it was made prior to—the date of the said order of partition for Wharekopae No. 1B 2 Block aforesaid, and that the aforesaid contracts purporting to alienate the shares of the Native vendors awarded to the said Auckland Agricultural Company (Limited) were not made in accordance with the requirements of the statutes in force (but now repealed) at the time the said contracts were entered into by such Native vendors: And whereas the Court is satisfied that the said order made by the Native Land Court on the 14th day of October, 1887, as aforesaid to the Auckland Agricultural Company (Limited) should, notwithstanding its alleged invalidity be given effect to: And whereas it was further duly proved that the applicants Thomas Charles Williamson, James Douglas Williamson, and Sydney Williamson are now entitled to the freehold estate and interest, free from encumbrances, in the whole of the Wharekopae No. 1B 2 Block aforesaid The Court doth further order and decree that the piece or parcel of land known as the Wharekopae No. 1B 2, being the parcel more particularly delineated upon the plan drawn hereon, shall vest in the said Thomas Charles Williamson, James Douglas Williamson, and Sydney Williamson, as executors in the estate of the Honourable James Williamson, M.L.C., late of Auckland, deceased, for an estate in fee-simple free from encumbrances.

And it is hereby further ordered and decreed that all other rights, titles, and interests whatsoever to the said Wharekopae No. 1B Block, or any part thereof, whether vested in the said Thomas Charles Williamson, James Douglas Williamson, and Sydney Williamson, or any of them, or in any other person or persons whomsoever, under any deed, certificate of title, contract, Native Land Court order, or otherwise howsoever, are hereby cancelled and declared henceforth void and of none effect in respect of the said Wharekopae No. 1B 2. And it is directed that the registration thereof respectively in any public office or place of registration shall be cancelled in respect of the said Wharekopae No. 1B 2. And it is hereby ordered that in lieu of all said rights, titles, and interests a certificate of title to the said lands described as the Wharekopae No. 1B 2 for an estate in fee-simple, free from encumbrances, shall be issued by the proper officer of the Land Transfer Department to the said Thomas Charles Williamson, James Douglas Williamson, and Sydney Williamson, according to the course and practice of that department, and in the manner required by "The Native Land (Validation of Titles) Act, 1893," and by this decree.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court, this twenty-fifth day of June, 1894.

G. E. BARTON, Judge.

#### WHAREKOPAE No. 2 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Thomas Charles Williamson, James Douglas Williamson, both of Auckland, gentlemen, and Sydney Williamson, of Ngatapa, gentleman, executors under the will of the Hon. James Williamson, M.L.C., deceased, late of Auckland, claiming validation of eleven contracts for sale of the freehold in certain undivided shares and interests of Natives in Wharekopae No. 2 Block and in the application of the aforesaid applicants and of the non-settlers, Native owners in the said block, for a partition thereof, and for other purposes.

THURSDAY, THE 9TH DAY OF AUGUST, 1894.

UPON reading the application filed herein and upon due proof of service thereof upon the objectors named in the said application and upon reading the documents exhibited, and hearing the evidence adduced before the Court and upon hearing Mr. De Lautour, of counsel for the applicants; and upon hearing Peti Morete, an owner in the said block, and upon hearing Peka Kerekere, as conductor for the non-selling owners in the said Wharekopae No. 2 Block and upon reading the consents to subdivision of Arihia Kotiti, Paku Paraone, and Harata Ruatapu, and the consent to subdivision of Peka Kerekere, the Court doth hereby order, declare, and decree as follows:—

1. It is declared that the several contracts made by the following Native owners in the said Wharekopae No. 2 Block—that is to say, Ereti te Raihe, Tawaho Kerekere, Pimia Aata, Keita Rangiwhaitiri, Peti Aata, Mere Hare, Harata Haumapuhia, Whio Mataitai, Heni Kouka, Mere

Wiri (otherwise Mere Bloomfield), and Pere Morete—for the sale of their respective freehold interests in the said Wharekopae No. 2 Block, 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, 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 contracts were not in any respect contrary to equity and good conscience.

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

5. It is hereby ordered and decreed that the said applicants, Thomas Charles Williamson, James Douglas Williamson, and Sydney Williamson, are entitled to an estate in fee-simple in possession, free from encumbrances, in a block of 2,174 acres, more or less, part of the said Wharekopae No. 2 Block (to be hereafter known as Wharekopae No. 2A Block), bounded and described as follows: Starting from a peg marked 4, on the south-east corner of block, from thence in a south-westerly direction by a straight line to the east bank of the Makaretu Stream, a distance of 225 links, thence on the south and west by the north and east bank of the Makaretu Stream, to a peg marked "A" from thence, on the north-west by two straight lines, to a peg marked "F," a distance of 14195·7 links, and being bounded by Pastoral Run 47, thence on the north-east by two straight lines a distance of 10035·6 links, to a peg marked "1A," and being bounded by the Wharekopae No. 2B Block, thence on the south-east by Hihioroa Stream to a peg marked "1B," and by two straight lines, a distance of 15519·8 links, to the starting-point, and being bounded by Okahuatiu No. 1 which said parcel of land is shown on the plan indorsed hereon, and thereon edged with red lines to hold the said parcel of land to the said applicants, their heirs and assigns, upon the trusts and for the ends, interests, and purposes set forth in the will of the Hon. James Williamson, M.L.C. deceased, probate whereof was granted by the Supreme Court of New Zealand on the 29th day of March, 1888, to Thomas Charles Williamson, James Douglas Williamson, and Sydney Williamson.

6. It is further ordered and decreed that all other titles to said parcel of land known as Wharekopae No. 2A, above particularly described, shall henceforth be void and of none effect in so far as they affect the said Wharekopae No. 2A Block, whether the same titles be now vested in the said applicants or in any other person whomsoever and that the registration of all the said other titles shall be cancelled and of none effect in so far as regards the said Wharekopae No. 2A Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G. E. BARTON, Judge.

#### WHAREKOPAE No. 2 BLOCK.

#### IN THE VALIDATION COURT, GISBORNE.

In the application of Thomas Charles Williamson, James Douglas Williamson, and Sydney Williamson for validation of eleven contracts for sale of the freehold in certain undivided interests of Native owners in Wharekopae No. 2 Block, and in the application of the aforesaid applicants and of the non-selling Native owners in the said block for a partition thereof, and for other purposes.

THURSDAY, THE 9TH DAY OF AUGUST, 1894.

UPON reading the application filed herein, and upon due proof of service thereof upon the objectors named in the said application, and upon reading the documents exhibited and hearing the evidence adduced before the Court, and upon hearing Mr De Lautour, of counsel for the said applicants, and upon hearing Peti Moreti, an owner in said block; and upon hearing Peka Kerekere, as conductor for the non-selling owners, and upon reading the consents of Arihia Kotiti, Paku Paraone, and Harata Ruatapu, this Court doth hereby order, declare, and decree as follows:—

1. That the said Wharekopae No. 2 Block shall be divided into two blocks. One shall be henceforth known as the Wharekopae No. 2A Block, and shall consist of 2,174 acres, more or less, to be the property of the Europeans named in a decree bearing even date herewith, and made by this honourable Court on the 9th August, 1894. The other shall be known as the Wharekopae No. 2B Block, and shall consist of 1,260 acres, more or less, described as follows: Starting from peg (1) on the Hihioroa Stream, thence on the south-west by two straight lines a distance of 10035·6 links, and being bounded by Wharekopae No. 2A, thence on the north-west by a straight line a distance of 7481 links, and being bounded by Pastoral Run 47, thence on the north-east by a straight line, 13101·6 links, to the Hihioroa Stream, and being bounded by Pastoral Run 47, thence on the south-east by the Hihioroa Stream to the starting-point, and being bounded by Okahuatiu No. 1 Block which said parcel of land is shown on the plan indorsed hereon, and is thereon edged with blue lines.

2. It is hereby declared that the following Native persons (or the successors of such of them as are deceased) are the owners of an undivided estate in fee-simple in possession, free from encumbrances, as tenants in common, in equal shares of 210 acres, more or less, in the said Wharekopae No. 2 Block, of 3,434 acres, more or less: Katerina Takawhaki, Heni Tawa (deceased, her successor when appointed by the Native Land Court), Hine Matioro, Heta te Kani (male, 20 years on 13th January, 1894, the successor of Marara te Kani), Riria Mauraranui, and Peti Moreti.

3. It is further ordered that the ownership of the aforesaid Native owners of the said Wharekopae No. 2B Block shall be free from all restrictions on the same, whether against sale, lease, or

otherwise howsoever, and shall be held by said Native owners as their own absolute freehold property, anything in any previous right, title, or interest notwithstanding.

4. It is further ordered that all other and previous titles to said parcel of land known as Wharekopae No. 2B, above particularly described, shall henceforth be void and of none effect in so far as they affect the said Wharekopae No. 2B Block, whether the same titles be now vested in the aforesaid Native owners or in any other persons, and that the registration of all the said other titles shall be cancelled and of none effect in so far as regards the said Wharekopae No. 2B Block.

Witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G. E. BARTON, Judge.

KOURATEUWHI No. 2 BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

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

SATURDAY, THE 7TH DAY OF JULY, 1894.

UPON reading the application aforesaid of the said Andrew Reeves, filed in this 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 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, and upon hearing Ateara Mokai and Hame Kirimana, objectors, it is declared and decreed as follows:—

1. It is declared that the several contracts made by the following persons, owners in the said Kourateuwhi No. 2 Block—namely, Hori Mokai, Karauria Pahura, Arapera Pahura, Ani Kirimana, Kihi Tupara, Hori Mokoera, Hohepa Pere or Tue, Hiria Ruihaunga, Raiba Kakahupaea, Harata Makuru, Ateara Mokai, Hera Keru, Pera Kapotaiaha, Karina Haua, Harawira Karaha, Tamati Hautapu—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 respectively been 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 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 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 considerations at the time and under the circumstances in which they were made.

5. And it is hereby decreed that the said Andrew Reeves is now entitled to all the right, title, and interest, property, claim, and demand whatsoever of the said above-named vendors in the said Kourateuwhi No. 2 Block in respect of the shares so sold to him by them.

And whereas no partition has been made between the said vendors and the remaining owners of the said block who have not parted with their interests therein And whereas all parties have requested this honourable Court to order a partition to be made by the Native Land Court in pursuance of the 24th section of "The Native Land (Validation of Titles) Act, 1893" Now, therefore, it is hereby directed that the land to be apportioned for the shares and interests so purchased as aforesaid by the said Andrew Reeves shall be ascertained in the Native Land Court according to the requirements of said section 24 and the course and practice of the said Native Land Court, and upon due ascertainment thereof by the said Native Land Court such further decree shall be made by this honourable Court as shall be just.

And meantime leave is reserved for all parties to make to this Court such application as may be deemed necessary

Witness the hand of his Honour George Elliott Barton, Esquire, and the seal of the said Validation Court, this 7th day of July, 1894.

G. E. BARTON, Judge.

WHAREKAKA BLOCK.

IN THE VALIDATION COURT AT GISBORNE.

In the application of Andrew Reeves for the validation of eleven contracts for sale of freehold interests in the Wharekaka Block, situated in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

THURSDAY, THE 5TH DAY OF JULY, 1894.

UPON reading the application aforesaid of the said Andrew Reeves, filed in this 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 applicant, and upon hearing Mr. Gould, of counsel for the successors of Tamati Hautapu, and also of counsel for Honiana Tautau, it is declared and decreed as follows:—

1. It is declared that the several contracts made by the following persons, owners in the said Wharekaka Block—namely, Hami Rakaitapu, Pere Rakaitapu, Henare Puhipuhi or Henare Pei, Watarawi Rangi, Arapeta Rangiua, Reweti Rangi, Raniera Turoa, Mokena Huatau, Honiana Tautau, Hare Huatau, Tamati Hautapu—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 made respectively not in accordance with the requirements of the statutes then in force (but since repealed) regulating the sale 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 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 considerations at the time and under the circumstances in which they were made.

5. And it is hereby decreed that the said Andrew Reeves is now entitled to all the right, title, and interest, property claim, and demand whatsoever of the said above-named several vendors in the said Wharekaka Block in respect of the shares so sold to him by them.

And whereas no partition has been made between the said vendors and the remaining owners of the said block who have not parted with their interests therein and whereas all parties have requested this honourable Court to order a partition to be made thereof by the Native Land Court in pursuance of the 24th section of 'The Native Land (Validation of Titles) Act, 1893' Now, therefore, it is hereby directed that the land to be apportioned for the shares and interests so purchased as aforesaid by the said Andrew Reeves shall be ascertained in the Native Land Court according to the requirements of the said section 24, and the course and practice of the said Native Land Court, and upon due ascertainment thereof by the said Native Land Court such further decree shall be made by this honourable Court as shall be just, and meantime leave is reserved for all parties to make to this Court such application as may be deemed necessary

Witness the hand of his Honour George Elliott Barton, Esquire, and the seal of the said Validation Court, this 5th day of July, 1894.

G. E. BARTON, Judge.

#### TAOROA BLOCK.

#### IN THE VALIDATION COURT AT GISBORNE.

In the application of William Fownes Somerville and Arthur Fownes Somerville for the validation of seventy-three contracts for sale of freehold interests in the Taoroa Block, situated in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne.

TUESDAY, THE 18TH DAY OF SEPTEMBER, 1894.

UPON reading the application aforesaid of the said William Fownes Somerville and Arthur Fownes Somerville, filed in this honourable Court, and upon proof of the 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 applicants; and upon hearing Hone Hehe, an objector, a non-seller in the said block, it is declared and decreed as follows:—

1. It is declared that the several contracts made by the following persons, owners in the said Taoroa Block—namely Horianana Auriri, Honiana Auriri, Mere Taihi, Popata Pikiuha, Tamati Tawhiri, Tuihana Kaporo, Erueti Hauraki, Henare Turiri, Harata Kauki, Te Rana te Ao, Mere Karaka te Ao, Mereana Nihoniho, Peta Hori, Mere te Moana, Riwai Tauranga, Harete Whakauru, Raiha Kaiwaru, Erueti Wharekura, Te Hira Waikapakapa, Here Waimanuka, Paratene Tatai, Irihapeti Ru, Tepora Panuku, Riria Pirikowhai, Kararaina Ketua, Anaru te Kahaki, Peta Kaware, Nopera Rongo, Hoani te Kahaki, Mere Karaka Rana, Tamati Ngakaho, Hera Ngakaho, Karauria Kauri, Wiremu Turehu, Renata Nuke, Winiata Taniwha, Hori Tuhere, Wi Pahau, Eruera Ariari, Reupena Turiri, Iehu Haki, Wiki Topa, Hamiora Ngarimu, Mere Tauwiwi, Renata Mauhana, Reupena Toreia, Marara Poki (as successor to one-fifth of the share of Erena Kehe), Ritihihi Patupona, Raiha Putoto, Perenata Kaiwi, Mere Kopua, Tuihana Hapai, Horomona te Hui, Pita Horuhoru, Katarina Hutia, Rora Hori, Pekama Tuha, Mokena Romio, Te Koro te Wai, Raiha Kahu, Roka te Whataaruhe, Wi Pewhairangi, Peti Wahakino, Maraki Tautuhi, Marara Poki, Harata Taheke, Eruera Kauri, Rawiri Waikare, Te Rina Kauri, Apirana Tatua, Hare Maruata, Hirini Teneti, Iritana Iriwaho—for the sale of freehold interests to the said William Fownes Somerville and to one William Sydney Harrington Haig, as tenants in common, 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 made respectively not in accordance with the requirements of the statutes then in force (but since repealed) regulating the sale 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 several contracts were fully and perfectly understood at the times they were respectively entered into by the contracting parties, and were fair contracts for reasonably sufficient and lawful considerations at the times and under the circumstances in which they were respectively made.

And whereas by divers mesne assignments proved to the satisfaction of the Court at the hearing of the said application all the right, title, and interest of the said William Fownes Somerville and the said William Sydney Harrington Haig are now vested in the said William Fownes Somerville and Arthur Fownes Somerville.

Now, therefore, it is hereby decreed that the said William Fownes Somerville and Arthur Fownes Somerville are now entitled to all the right, title, and interest, property claim, and demand whatsoever of the said above-named several vendors in the said Taoroa Block in respect of the shares so sold to the said William Fownes Somerville and William Sydney Harrington Haig.

And whereas no partition has been made between the said vendors and the remaining owners of the said block, who have not parted with their interests therein And whereas all parties represented before the Court have requested this honourable Court to order a partition to be made of the said Taoroa Block by the Native Land Court, in pursuance of the 24th section of "The Native Land (Validation of Titles) Act, 1893."

Now therefore, it is hereby directed that the land to be apportioned for the shares and interests so purchased as aforesaid by the said William Fownes Somerville and William Sydney Harrington Haig, and hereby decreed to belong to the said William Fownes Somerville and Arthur Fownes Somerville, shall be ascertained in the Native Land Court according to the requirements of the said section 24 and the course and practice of the said Native Land Court And upon the ascertainment thereof by the said Native Land Court such further decree shall be made by this honourable Court as shall be just And meantime leave is reserved for all parties to make to this Court such application as may be deemed necessary

Witness the hand of George Elliott Barton, Esquire, Judge of the said Validation Court, and the seal of the said Validation Court, this 18th day of September, 1894.

G. E. BARTON, Judge.

#### IHUNUI BLOCK No. 3.

IN THE VALIDATION COURT, HOLDEN AT GISBORNE.

In the application of Andrew Reeves for the validation of six contracts for sale of undivided freehold interests in the Ihunui Block, situated in the Gisborne Native Land Court District, and within the jurisdiction of the Validation Court sitting at Gisborne, and in the application of William Frederic Hale for validation of a contract for sale of one equal undivided half-share—a freehold interest—of Wi Kingi Hori in the said block, and in the application of Timi Moriti and Wi Paraone, claiming as executors of the will of Hirini Haereone, a non-seller, deceased, owner in the said block, for a partition between them and the other owners of the said block.

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 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 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 Block, 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 *cestuis 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 28 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 as follows:—

1. It is ordered that the said Ihunui No. 3 Block, containing 10 acres and 28 perches, more or less, being all that parcel of land containing by admeasurement 11 acres 2 roods, less 3 roods 14 perches, for roads situate in the Uawa Survey District, being subdivision 3 of the Ihunui Block, commencing at the northernmost corner of subdivision 3. Bounded on the north-east by Uawa No. 2, by a line bearing  $140^{\circ} 31'$ , 434.6 links, to the Ihunui Stream, thence bounded on the north east by the Ihunui Stream to the south-east corner of subdivision 2, thence bounded on the south-west by subdivision 2, by a line bearing  $351^{\circ} 12'$ , 2215.4 links, to 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 yellow), shall be the property of the said William Frederic Hale, 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. 3 Block shall be henceforth void and of none effect in so far as they affect the said Ihunui No. 3 Block, whether the same be vested in the said William Frederic Hale, 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. 3 Block, and it is declared that the said William Frederic Hale is entitled to a certificate of title under the said "Land Transfer Act, 1885, and its amendments, for the said Ihunui No. 3 Block, for an estate of inheritance in fee-simple, free from all 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.

#### PAREMATA No. 1 BLOCK.

#### IN THE VALIDATION COURT AT GISBORNE.

In the application of the Bank of New Zealand Estates Company (Limited) for validation of eighteen contracts, dated the 3rd of May, 1882, for purchase of freehold shares in the Paremata Block, at Tologa Bay, within the Native Land Court District of Gisborne, and also for validation of two contracts, both dated the 23rd of May, 1888, being the one an authority given by certain Natives to the New Zealand Native Land Settlement Company (Limited) to mortgage certain shares in Native lands (including said Paremata shares), and the other an agreement also given by certain Natives to the said New Zealand Native Land Settlement Company (Limited) to mortgage certain shares in Native lands (including said Paremata shares) for the advances named therein, and also for validation of a mortgage by the said New Zealand Native Land Settlement Company (Limited), dated the 3rd of July, 1888, to the Bank of New Zealand, made in pursuance of the said authority so given by said Natives.

2. And in the application for cross-relief (made from the bar) by the Honourable James Carroll and Wi Pere, as trustees for the owners of several Native lands (including the owners of the said Paremata shares, the contracts for sale whereof are so claimed to be validated as aforesaid), for validation of an agreement dated the 17th of February, 1892, between the applicants of the first part, William Lee Rees, solicitor of the second part, and the said Honourable James Carroll and Wi Pere of the third part, and for a declaration that the said James Carroll and Wi Pere are trustees for the Native owners of the said Paremata Block upon the terms of the said agreement of the 17th February, 1892.

3. And in the application for cross-relief (also made from the bar) by the Native owners of the said Paremata Block, both sellers and non-sellers, for specific performance (in case the aforesaid contracts, or any of them, should be enforced) of three several contracts or agreements—the first dated the 20th of April, 1888, between a certain committee of Native owners of the said Paremata Block and the said William Lee Rees, the second dated the 4th of May, 1888, made between the said Bank of New Zealand and the said William Lee Rees and Wi Pere and "the owners of Paremata who had agreed to transfer their land" to the New Zealand Native Land Settlement Company (Limited), and the third dated the 1st June, 1888, made between the said William Lee Rees and Wi Pere and the owners of certain lands contributed to the said New Zealand Native Land Settlement Company (Limited), including the said Paremata Block.

FRIDAY, THE 19TH DAY OF OCTOBER, 1894.

UPON reading the said application of the Bank of New Zealand Estates Company (Limited) filed herein and upon proof of service of notice thereof upon the objectors named therein and upon reading the agreement dated the 17th February 1892, whereon the application for cross-relief by the Honourable James Carroll and Wi Pere is founded, and upon reading the several agreements of the 20th of April, 1888, of the 4th of May, 1888, and of the 1st of June, 1888, whereon the application for cross-relief (in certain events only), made by the Natives of the whole Paremata Block (both sellers and non-sellers), is founded, and upon hearing the evidence

given by or on behalf of all said parties, and upon reading the several documents exhibited in evidence before the Court, and upon hearing Mr George Hutchison and Mr Gully, of counsel for the Bank of New Zealand Estates Company (Limited) hereinafter called "the Estates Company"; and upon hearing Mr William Lee Rees, of counsel for the said Honourable James Carroll and Wi Pere, and upon hearing Mr Theophilus Cooper, of counsel for the Native owners of Paremata (both sellers and non-sellers), and upon hearing Mr H. J. Finn, of counsel appearing for Herewaka Poata (but only appearing for her in so far as her interests are not identical with those of the other owners of the Paremata Block) and of counsel for Mr Henry Howorth, solicitor, claiming a lien on documents in his possession (but produced in Court in this cause by arrangement with him) for costs due to him by owners of the said Paremata Block in certain legal proceedings taken by or on behalf of said owners against the said New Zealand Native Land Settlement Company (Limited), hereinafter called "the Land Company"; and upon hearing Mr. Lysnar, of counsel for Rawiri Karaha, an owner in the said Paremata Block (but only appearing for said Rawiri Karaha in so far as his interests are not identical with those of the other owners of the Paremata Block), and upon hearing Mr. Nolan, of counsel for the Official Assignee in Bankruptcy of the following Natives Ropiha Tamararo, Mihaera Koura, Rawiri Karaha (but only appearing for the Official Assignee in so far as his interests are not identical with those of the Native owners of the said Paremata Block), it is hereby ordered, declared, and decreed as follows:—

1. That the said above-mentioned contracts, dated the 3rd of May, 1882, for transfer of freehold interests to the Land Company and the said above-mentioned two contracts dated the 23rd of May, 1888, and the said above-mentioned contract for mortgage dated the 3rd of July 1888, are all of them contracts invalid and incapable of being enforced without the assistance of this honourable Court by reason of the fact that they were respectively made not in accordance with the requirements of the statutes then in force (but now repealed) regulating the contracts of Europeans with Natives respecting the transfer of interests in their lands.

2. It is further declared that the said 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 capable of being enforced in the Supreme Court.

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

4. It is further declared that the said several contracts were fully and perfectly understood at the time that they were 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.

5. It is further declared and decreed that the said Honourable James Carroll and Wiremu Pere are entitled to an estate in fee-simple, free from encumbrance, except as hereunder described, in all that parcel of land situated in the Native Land Court District of Gisborne, and within the jurisdiction of this honourable Court, containing 7,176 acres, or thereabouts, being that portion of the said Paremata Block bounded as follows—Commencing at a peg marked "I" on the sea-coast, at southern corner of Paremata Block, and bounded towards the south-west by subdivisions 2B, 3A, and 3B of the Tokomaru No. 1 Block and the Mangaheia No. 1 Block, 41837 links, on the north and west by the Paremata No. 1 Block, 13340·8 links, again on the north by the residue, about 6570 links, on the north-east by the Paremata No. 2 Block, about 4715·8 links, and again on the north and west by the residue, about 3830 links, to the Uawa River, again on the north, east, and south by the Uawa River and the sea to the commencing-point to hold the same as joint tenants, and not as tenants in common (but to be subject to the mortgage over the same hereunder directed), to them and the survivor of them, and the heirs and assigns of such survivor as the trustee, in trust (subject to the said mortgage) for such of the Native owners of the said Paremata Block as shall be named and described as the owners thereof in a further decree to be made by this Court partitioning the said block and declaring the relative rights, estates, and interests of the owners thereof in the different portions of the same.

6. It is further ordered that the said James Carroll and Wi Pere shall hereafter, when so directed by this Court, sign and execute, in duplicate, or otherwise as required, a memorandum of mortgage to the said Estates Company of all the right, title, estate, and interest of them the said James Carroll and Wi Pere, and of the Native owners thereof, in the said 7,176 acres hereinbefore described, free from all encumbrances, such mortgage to be given to secure to the said Estates Company repayment of all such past advances as shall be declared and decreed by this Court to have become due and payable to the said Estates Company on the 30th day of September, 1894, and also to secure to the said Estates Company repayment of all such further advances made or to be hereafter made during the continuance of the said security as shall be sanctioned by this honourable Court, whether for the management or improvement of the said mortgaged lands or any of them or for the stocking of the same, or for costs incurred or to be incurred in defending or towards the validation of the title to the said Paremata Block, or for moneys expended or to be expended in or towards payment of surveys, taxes, rates, assessments, costs of actions, or other legal proceedings, or other outgoings of whatsoever kind or nature they may be that the Court shall at any time allow as a proper expenditure in respect of the said lands, or in defence of the title thereto, or in the preparation and execution of deeds and documents in connection therewith or otherwise as against the Native owners of the said mortgaged lands.

7. It is further ordered that the form of the said memorandum of mortgage shall be settled between the parties by the Court, and that it shall provide for repayment of said advances by the said James Carroll and Wi Pere at such time or times, and in such manner, and with such rate or rates of interest payable at such intervals, and with such rests and accountings, and upon such conditions as to forfeiture of the right of redemption, and with such conditions of sale consequent

thereon, and with such other mutual covenants, terms, and agreements as may be ordered by this Court in that behalf.

8. It is further ordered that the right, title, claims, and interests of the said Estates Company as such mortgagees as aforesaid shall not extend over or include any other portion of the said Paremata Block than the said 7,176 acres hereinbefore described and directed to be transferred to them as mortgagees.

9. It is declared that the said 1,250 acres, the residue of the said block, is hereby released from all mortgage or other claims heretofore set up by the said Estates Company, and that the said residue and the Native owners thereof, when ascertained by the Court, and the estate agreed to be vested in the said James Carroll and Wi Pere therein by virtue of the said agreement dated the 17th February, 1892, shall henceforth be free from all claims and demands whatsoever by the said Estates Company on account of the said mortgage debt and every part thereof or otherwise howsoever.

10. All questions as to the relative rights and ownership of the Native owners of the said Paremata Block, and as to the partitioning of the said blocks amongst the Native owners thereof, also the appointment of a receiver or receivers over the said block or any part thereof, and of a trustee or trustees for the Native owners of that portion thereof amounting to 1,250 acres or thereabouts made not subject to the mortgage to the said Estates Company, also all questions respecting payment of costs claimed by the said Henry Howorth and the costs of the said trustees James Carroll and Wi Pere of and arising out of this litigation and of and arising out of the performance of their duties hitherto as trustees for all the Native owners of the Paremata and other blocks included in the said agreement of the 17th February, 1892, and respecting payment of the costs of the said Estates Company also all questions respecting the payment of the costs of the several other parties before the Court, and respecting the costs and expenses of the Native owners of Paremata in a certain action in the Supreme Court of New Zealand, Northern District, No. 503, and of the proceedings in or arising out of the same action and all other matters whatsoever in difference between any of the parties to this cause not settled by this decree, are hereby reserved for the future consideration, investigation, and decree of this Court, and leave is hereby reserved to all parties to make from time to time such applications to the Court and to apply for such further decrees in the premises as they may be advised.

As witness the hand of his Honour George Elliott Barton, Esquire, Judge, and the seal of the said Validation Court.

G E. BARTON, Judge.

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