

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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