

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