

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of their having been made respectively not in accordance with the requirements of the statutes then in force (but since repealed) regulating the sale of the said interests in the said block.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 Horiara 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.