

Cases laid before Justices Chapman & Stephen with their opinions

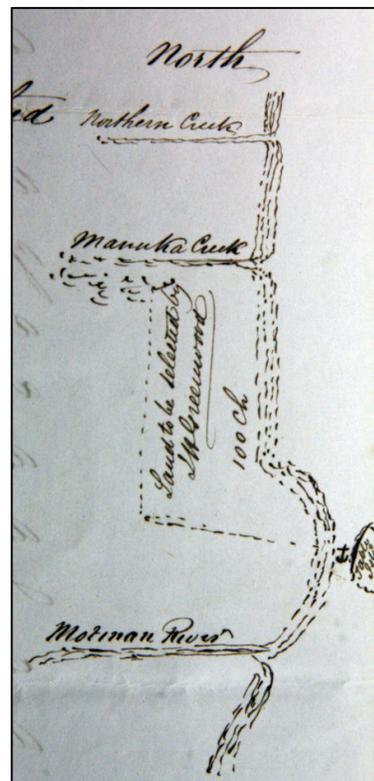
Archives NZ Wellington Reference ADXS 19555 LS-W64/7/22 (Lands and Survey Wellington)

J. H. Greenwood – New Zealand Company 12 Jul 1847

It is this day mutually agreed between J. H. Greenwood proprietor of a certain Land Order entitling him to 100 acres of Country Land, on the one part, and William Wakefield, Principal Agent of the New Zealand Company, on the other part. That the said J. H. Greenwood shall have liberty to select in the Southern Island at a place called Motinau opposite to Table Island conditionally upon the land situated being granted to the New Zealand Company, so many acres as may be deemed equivalent in value to the 100 acres of Country Land in question, the quantity of such Land to be determined by the Arbitration and Award of William Fitzherbert, Esq., and Henry St. Hill, Esq., who are to choose an Umpire, in case of disagreement and by the Award of any two of the Arbitrators, the said parties to this Agreement agree to be finally bound and concluded. Signed at Wellington 12 Jul 1847 by J. H. Greenwood and W. Wakefield and witnessed by J. Kelham.

It is further agreed that the Land to be selected under the said Award is to consist of one block the depth of which from the sea is not to exceed 40 chains. Signed at Wellington 12 Jul 1847 by J. H. Greenwood and W. Wakefield and witnessed by J. Kelham.

By virtue of an agreement dated Wellington New Zealand 12th July 1847 between J. H. Greenwood proprietor of a certain Land order entitling him to one hundred acres of Country Land of the one part and William Wakefield, Principal Agent of the New Zealand Company, of the other part – Whereby the said J. H. Greenwood and the said William Wakefield agreed to be finally bound and concluded by the award of William Fitzherbert Esq., and Henry St. Hill, Esq., (who were to choose an umpire in case of disagreement) as to the quantity of Land to be selected by the said J. H. Greenwood at Motinau opposite to Table Island in the Southern Island in respect of the said Land Order as aforesaid. We the said William Wakefield and Henry St. Hill having on the twelfth and fourteenth days of July 1847 at the request of the said J. H. Greenwood and William Wakefield met and examined into the nature of the claim of the said J. H. Greenwood to select at Motinau aforesaid and having received evidence upon the same and upon the nature, situation and character of the Land and Coast at Motinau aforesaid and having taken into consideration the present value of the said Land Order and the value of the Land at Motinau aforesaid and having agreed upon the same DO AWARD that the said J. H. Greenwood shall have liberty to select in right of the Land Order entitling him to one hundred acres as aforesaid as an equivalent in value to the one hundred acres of Country land in question a block of Land situate at Motinau opposite Table Island in the Southern Island commencing northward from the southern side of a Creek called “Manuka Creek” and extending southward from the said Creek along the coast one hundred chains by an average depth inland of forty chains as the same is sketched and described in the margin of the Award. And we do further award that the said William Wakefield do pay unto the said arbitrators the sum of five pounds and five shillings for this our award. Dated at Wellington this fourteenth day of July 1847. Signed William Fitzherbert and Henry St. Hill.



Major Hornbrook – New Zealand Company - Special Case – 20 Nov 1848

Arbitrators: J. Johnston, Esq., and Isaac Earl Featherston, Esq.
The Arbitrators before entering into the case appointed Captain Collinson, R.E., to be Umpire.

Major Hornbrook purchased of the Company in 1839 Land order 113 with which was selected a section No.66 Porirua. Never obtained possession in consequence of opposition of the Natives, who have since erected a Pah upon it. The Section has been reserved by the Government for the Natives. Could have sold the section about 12 months after selection for £600 if he could have put the party into possession. Could have sold part of it to Mr Hughlings, and could have let it to the Wesleyans for Missionary Station. Has been valued by other parties recently at from £500 to £600. These facts are admitted by the Company's Agent.

Major Hornbrook proposes to take in substitution for the above section and as compensation for delay, losses &c incurred in respect of his Land-order Section 124 Upper Hutt, Section 82 Upper Hutt, Section 60 Lower Hutt, Section 15 Kinapora District. The Company's Agent assents to the above proposition subject to the following remarks – That the Bank being the holder of the Land-order as Mortgagee is to be satisfied and the Land-order given up before the above sections are transferred to Major Hornbrook – That an application has been forwarded to the Court of Directors on behalf of W. Swainson, Esq., for a lease with purchasing clause for section 82 Upper Hutt and that no answer has been received.

Award

The Arbitrators award that the Sections requested by Major Hornbrook be given to him in satisfaction and compensation for his Land-order and all losses, damages &c incident thereto. That the same be transferred to him on his producing and delivering up the Land order freed from the Bank claim. That the Company having placed the whole of its private Estate at the disposal of the Government for the purposes of the arrangement under which this Arbitration is held, Mr Swainson's application cannot be permitted to interfere with Major Hornbrook's claim – but that the Section No.82 Upper Hutt must be considered as absolutely unencumbered and open for the disposal of the Arbitrators. Signed I. E. Featherston and John Johnston.

John Wade – 28 Dec 1849

I. E. Featherston, Wellington to William Fox, Esq., Principal Agent of the New Zealand Company
Sir, I award Mr John Wade five hundred and twenty five acres of land to be selected at Rangitikei in respect of the Land-order No.42 – secondary series, held by him.

Isaac Earle Featherston – New Zealand Company – 09 Nov 1850

Whereas the New Zealand Company and Isaac Earle Featherston of Wellington in ... M.D. having referred to us John Johnston of Wellington aforesaid merchant and Charles Sharp of the same place Harbour Master to arbitrate and decide what amount of scrip in quantity of land ought to be given to and conveyed by the said Company to the said Isaac Earle Featherston by way of the said Company being unable to convey to him and give him quiet possession of a section of land on the Wanganui river which he the said Isaac Earle Featherston had selected under the late regulations of the said Company now therefore know ye that we the said John Johnston and Charles Sharp having duly considered the value of the said section and land and all matters connected with the question and the evidence put before us relating thereto do hereby arbitrate decide and award that the said Isaac Earle Featherston is entitled to have and receive from the said Company two scrip for the hundred and fifty acres each or three hundred acres in all in heir of deed as compensation for the section of land so selected by him as aforesaid but of which the said Company was unable to give to him possession and of the loss sustained by him the said Isaac Earle Featherston in consequence. Dated the ninth day of November one thousand eight hundred and fifty. Signed John Johnston and Charles Sharp.