

New Zealand Company Original Correspondence 1848
Colonial Office 208/106 Some transcripts of Letters from Wellington
National Library of Australia – Records of the Colonial Office (as filmed by AJCP)
<https://nla.gov.au/nla.obj-2214272621/view>

Folio 22 James Kelham, Wellington 05 Feb 1848

Sir, Upon a late inspection of some of the Town acres purchased by the Company I found No.246/96 – in the occupation of a Mr Muir, who has a small building thereon with about an 1/8th of the acre for a garden, the remaining 7/8ths occupied by Mr Hendry and laid down in Oats; these parties had been paying Rent to Mr Clifford, Agent for Wright's assignees, up to the 1st October 1846, the former at the rate of £5 per annum and the latter £6 per annum. I have arranged that they shall continue in possession upon the same terms for another year, and they have requested me to apply to the Court for permission to purchase at the end of that time at a valuation to be determined by mutual arbitration. On No.251/97 I found a person of the name of Evans making Bricks, and I have agreed that he shall retain possession for twelve months at £5 per annum; and I have to request you will acquaint me whether he, also may have permission to purchase by arbitration at the end of that term.

Folio 31 Statement of Notices of Transfer of Land Orders in Wellington #s 319-324
Frank Johnson, Robert Buckridge, Thomas Worsley, Charles Samuel Niblett,
Henry Churton, Robert Carruth, John Wade

Folio 37 William Wakefield, Wellington 28 Feb 1848

Sir, Mr Fisher, painter & glazier is desirous to enable his relations, Mr John Squire of St Philips, Bristol, and family consisting of self and wife, three daughters and two sons to emigrate to this Settlement; and in the event of their inability to defray their passage, he will be responsible for £20 to meet the cost thereof. Mr Joseph Marriott, also a respectable settler here, who paid his own passage out in the *Thomas Sparkes* is desirous that his family should join him, but has not the means of providing for their passage, and solicits the assistance of the Company to procure it; he promises to refund the charge upon having sufficient time allowed him to do so. I have requested both parties to desire their relations to make application to the Court of Directors, and I am inclined, from my knowledge of them, to expect that they would, as promised make reimbursement of the expense that may be incurred.

Folio 44 Port Nicholson District – Schedule of land reserved and excepted by Government

Native Reserves:

Ohiro – Sections 15, 19, 21, 26; Town – 6 & 7; Harbour – 5 & 6; Kinapora – 7, 8, 9; Horokiwi – 11
Lower Hutt – Sections 1, 2, 3, 16, 20, 42, 57, 58; Upper Hutt – 98, 102, 132

Lowry Bay (in Wainuiomata) – Sections 1, 4; Wainuiomata – 39

Ohariu – Sections 12, 13, 77, 88, 91, 97, 98; Makara – 22, 24, 37, 39

Block of 500 acres at Kai wara wara

Crown Public Reserves:

Point Jerningham; Point Halswell; Point Waddell; Palmer Head; Somes' Island; Ward's Island;
Government Domain

Reserved blocks on unsurveyed land being composed principally of barren hills:

Koro Koro, Parangerau, Orongo Orongo, Ohariu

Reserved Cultivations on Settlers Sections:

Harbour District No.7 – 23 acres 2 roods – the property of Messrs Robert Hill, George Hart and Robert Hart – Land Order 116

Harbour District No.8 – 47 acres – the property of Thomas Eyre – Land Order 9

Harbour District No.9 – 39 acres – the property of J. H. Luscome – Land Order 62

Harbour District No.3 – Pah at Kia Wara-wara – chosen for Duncan Dunbar – Land order 1

Hutt Section No.10 – Pah at Waiwetu – 3a 2r 39p – chosen for Harry Hughlings – land order 6

Folio 45 Port Nicholson Town District: Schedule of lands reserved

Crown and Public Reserves – Market, Government, Cemetery and Parsonage, Scotch Church, Roman Catholic Cemetery, Gaol and Barracks, Town Belt and Botanical Gardens, Cultivations on Town Belt

Te Aro Pah – situated on Sections 214 (Thomas Eyre), 215 (Duncan Dunbar), 216 (Colonel Robert Torrens)

European Claimants

David Scott – Claim 439 – Town Acre 488 and part 489 – 1a 2p. See Government Gazette for 1843 page 52. No.488 was originally bought by Dudley Sinclair & No.489 by Mr Shand portions of which are now owned by Messrs Samuel & Joseph, Charles Grace, G. D. Monteith, Johnson & Moore, W. Taylor, J. McLaggan and Mrs Miller.

George Young – Claim 454 – Part Town Acre 614 – 3 perches. See Government Gazette for 1843 page 180. Originally bought by Robert Wainhouse of Halifax and now in the occupation of R. Baker.

Alexander McDonald assignee of Robert Tod – Claims 229 and 229a Part Town Acres 540 and 541 and two Native Reserves on Thorndon Flat – 4 acres – See Government Gazette for 1842 page 104. No 540 was originally purchased by J. H. Luscombe and No.541 by John Wickham Flower in whose names they now stand in the Company's Books.

Folio 46 Porerua District – Schedule of lands reserved

Native Reserves

One block principally on unsurveyed land – 6,800 acres – This reserve encroaches on the whole of Section No.79 and on part of sections 80, 82 and 83.

No.79 chosen by Dr G. S. Evans under land order No.211

No.80 chosen by Dr G. S. Evans under land order No.38

No.82 chosen by Dr G. S. Evans under land order No.72

No.83 chosen by J. Hales under land order No.205 which was originally purchased by Frederick Boucher of London and afterwards transferred to Edward Hales of Sydenham

One block wholly on unsurveyed land – 2,140 acres – not before provided by the Company for the natives

One block wholly on sections given out by the Company – 2,080 acres – to the following purchasers:

No. on Plan	Order of Choice	Original Purchaser	Transferred To	Remarks
62	90	James Clarkson of Halifax	Christopher Rawson	About 12 acres of this section excepted
63	103	James and Edward Aked, Halifax	Christopher Rawson	About $\frac{3}{4}$ of this section excepted
64	119	Catherine O. Tollemache, London	A. G. Tollemache	The whole section excepted
65	128	A. G. Tollemache, London	A. G. Tollemache	The whole section excepted
66	113	Alfred Hornbrook, New Zealand	A. G. Tollemache	The whole section excepted
67	110	Clement Tabor of Rayne	A. G. Tollemache	The whole section excepted
68	108	Christopher Rawson, Halifax	Harry Hughlings	The whole section excepted
69	148	T. F. Everingham, Brompton	Henry Sturz	The whole section excepted
70	92	James Bowman, Halifax	Christopher Rawson	The whole section excepted
71	138	Native Reserve as originally set apart by the Company		
72	202	Native Reserve as originally set apart by the Company		
73	223	Native Reserve as originally set apart by the Company		
74	151	Native Reserve as originally set apart by the Company		
75	230	Native Reserve as originally set apart by the Company		
76	204	Solomon Jacob Waley		The whole section excepted
77	140	Robert Few, London		The whole section excepted
78	79	Sir W. Molesworth		The whole section excepted
102	287	Adam Reed, Glasgow	Samuel McDonnell	The whole section excepted
103	231	Francis Logan, Wellington N.L.	Samuel McDonnell	The whole section excepted
104	191	Samuel Page, Wandsworth	Samuel McDonnell	The whole section excepted
105	182	A. G. Tollemache	Samuel McDonnell	The whole section excepted
106	87	W. Henry Rawson, Halifax	Samuel McDonnell	The whole section excepted

Military Purposes

About 4 acres situated on Section No.81 chosen under Land order No.55 by Dr G. S. Evans

An Award by Commissioner Spain in favor of Mr Toms

See Government Gazette 1842 case 411(a) page 139. Reserve of 4a 3r 8p situated on Section No.80 chosen under Land order No.38 by Dr G. S. Evans. Ten sections, Native Reserves, now fall into the Company's Grant, in lieu of those previously selected by purchasers from the Company but they are of very little value, and would none of them be taken in exchange by the parties who have been deprived of their sections.

Folio 47 Colonel Wakefield, Wellington 29 Feb 1848

An account of a voyage on H.M. Steamer *Inflexible*, Commander Hoseason, on a tour of inspection of the Southern Island. Previous accounts include: Wakefield's Journal on board the *Tory* in 1839; Captain Daniell's and Mr George Duppa's record of their visit to Port Cooper and its adjoining plains in 1840; Mr Tuckett's and Dr Monro's descriptions of the districts seen by them in Foveaux's Straits before deciding on Otakou as the site of the Scotch Settlement; Colonel Wakefield's report on Otakou and Akaroa in 1846; Sundry descriptions of portions of the West Coast by Mr Fox and other Nelson tourists.

The Steamer departed from Wellington 28 Jan 1848... visited French and German families settled at Akaroa, but found the residence of the French Agent, Mr Beligny, who has returned home, unoccupied and almost in ruins. Governor Grey received all the native men of Ports Cooper and Levi and the neighbouring plains and they all proposed to sell the block of land between that lately purchased by the Government from Puaha and the other Kafia chiefs, and Otakou, including the portion of the Akaroa Peninsula not sold to the French and the country as far south as Otakou, embracing the 90 miles beach and the level country back to the central range of mountains... At Otakou the Governor and Mrs Grey and Mr Rough, the Auckland Harbour Master, accompanied by Mr Kettle and Colonel Wakefield proceeded in one of the Steamer's boats to the head of the Upper harbour where accommodation had been provided for the party... upon leaving Otakou we visited Waikowaiti, near where Mr Jones has a farm on

which have been built an excellent residence and farm buildings of the best description. The owner is entitled to a Crown Grant of 2,500 acres of land divided into four blocks thereabouts which he does not consider equivalent to the very large expenditure made by him. His live stock consists of 3000 sheep, 100 head of cattle and a numerous stud of horses. The owner is now resident here but intends to return to reside in the South upon the arrival of the settlers...

Folio 55 Survey Cadets to Colonel Wakefield, Wellington 01 Mar 1848

Sir, Referring to a subject of which several of us have at different times spoken to you, we shall be much obliged by you now informing us, of the final decision which has been come to by the Directors of the Company, or by yourself on their behalf, as to the land to be distributed amongst the Surveying Cadets who arrived six years since in the *Brougham*. Had not Mr Scroggs been absent, we should have written to you on Mr Allom's late return from the Wairarapa: we are sorry to be obliged to trouble you just as the *Woodstock* is leaving, but are compelled to do so as the latter gentleman returns to England by that vessel. As there is much excitement just now in Wellington on the subject of "compensation in Land" and this letter might possibly be supposed to arise from it, we beg to assure you that this is simply the Surveyor's application – has been mooted among us for several years past, and had nothing whatever to do with the present political agitation. Signed by Albert Allom, S. M. Scroggs, Alfred Wills, A. Allom for John Tully (at present in Wairarapa), Alfred Wills for Edward Jollie (at Nelson), Albert Allom for Horace Charlton (at Sydney), S. M. Scroggs for T. H. Smith (at Auckland).

Folio 69 William Hickson to Colonel Wakefield, Ingestre Street, Wellington 21 Feb 1848

Sir, I am desired, as Chairman of the "Resident Land Purchasers" in this settlement, to request that you will give me a copy of your despatch, dated in December 1846, addressed to the Directors of the New Zealand Company, an extract of which only appears in Mr Commissioner Cowell's reply! to the "Land Purchasers" letter claiming compensation for the Company's breach of contract.

Folio 89 Extract from Mr Commissioner Spain's Report on the New Zealand Company's claim to the Manawatu District dated 31 Mar 1845

Folio 92 Expences incurred by the NZ Company in respect of the Manawatu District.

Mentions hire of the schooner *Henry*; surveyors R. Sheppard, E. Norman, R. J. Harrison, R. Nankeville

Folio 114 William Wakefield, Wellington 25 Apr 1848

I beg to enclose you the copy of a letter addressed to me by Mr Swainson. As it relates to one of the sections in the Upper Hutt Valley purchased by the Company I have not decided upon his proposal but it might interfere with steps taken by the Directors in respect to it. The quality of the land in question is not well adapted for culture but bears magnificent Totara trees of the best kind for every purpose. Hereafter the timber will be valuable for house building. On the whole I cannot recommend the acceptance of the terms of tenure proposed by Mr Swainson.

Folio 116 William Swainson, Hawkshead, River Hutt 28 Feb 1848

Sir, In reference to my desire either to rent or purchase hereafter the section No.82 in the Upper Hutt, belonging to the Company, but which you inform me cannot be done without reference to the Directors. I now beg leave to make the following propositions: 1st To Rent the section for twenty one years upon the following terms – first seven years free, second seven years at 5s per acre, third seven years at 10s per acre with the right of purchase at the end of seven years at _ per acre, or if the purchase money is not forthcoming at the end of six months from that time to have the liberty of throwing up the lease altogether. 2nd To give in exchange for this section such other town or country land, as in the opinion of two or more disinterested persons (mutually

agreed upon by the contracting parties) will be of equal value. Should the first of these propositions be accepted, it is necessary for me at once to state that I could not bind myself to any obligation for clearing the land. You are aware that the whole is burthened with such enormous timber trees (quite useless from their distance from any market) that it would ruin any settler to clear the section, even if it was made over to him as a free gift nor would I accept it even upon such terms. But as this may appear inconsistent with my desire of possessing it, I think it right to add, that I desire the land as a homestead for myself and my brother's family, hereafter, without any intention of using the land otherwise than a few acres for grazing or rearing family food. You are aware that there is but a single migratory settler (Waterson) in the whole of the Upper Hutt, and that for many years there is no prospect of anything being grown there with profit.

Folio 119 William Wakefield 26 Apr 1848

Sir, I refer you to my Despatch, No.17/48, 23rd March on the subject of lands purchased by the Company in England, forming its private estate, also, to my Despatch No.11/48, 28th February containing a list of the several parties who have been deprived of their sections in the Porirua District; in this list the name of Dr Logan will be found who under an early choice in the preliminary series No.231 has selected a very eligible section at Porirua; in order to satisfy this Gentleman's demands for compensation which have been very urgent and exorbitant, I have thought it most advisable to allow him to choose one of the 100 acres belonging to the Company's private estate upon which he had set his mind, all other proposals for an accommodation having failed. He has accordingly selected No.189 order of choice (purchased by Mr Wright), Section 55 in the Porirua district in lieu of his previous selection under order of choice No.231, for which he had chosen No.103 in the same district.

Folio 124 Statement of Bills drawn by the Principal Agent since 17 Sep 1847

Folio 146 William Swainson, Hawkeshead, 22 Apr 1848

My Dear Sir, It being now nearly three months since you received the Crown Grants for the Districts round Port Nicholson, including the Wai-nui-omata; I shall feel obliged by your informing me when the owners of those lands may expect to participate in this long promised act of justice. Although there is much impatience existing on this subject, I trust it will be allayed by a speedy distribution of our respective Title deeds, without which, as you are quite aware, our property, in the money market, is of very little comparative value. Not wishing to excite public discussion on this question, I have preferred making it a matter of private enquiry.

Folio 151 Colonel Wakefield, Wellington 24 Mar 1848

In reference to my Despatch No.5/48 5th February on the subject of the lands in the District of Port Nicholson forming the Company's private estate, I have now to acquaint you that I have granted to Mr James Brown a Lease of Section No.48 in the Hutt District for 14 years, he paying rent for the first three years peppercorn, the next four years £25 per annum, the last seven years £50 per annum and I have to request the Court's permission for him to have the liberty to purchase the land at any time during his tenancy for sum Sum, exceeding £100, as may be determined upon by Arbitration he giving me six months notice of his intention to do so.

I have also entered into an agreement for a Lease with Mr James Collins for Section 92 Porirua District, he paying rent for the first three years peppercorn, the next four years £15 per annum, the last seven years £25 per annum, subject to permission from the Court that he has the same liberty of purchase as in the former case, without which he may decline to take the Lease.

It is difficult at present to form a correct opinion of the value of these Sections, but I think I shall not far err in estimating the value of the first at from £200 to £250 and of the second at from £100 to £125.

Folio 162 W. Wakefield, Principal Agent, Wellington 30 Mar 1848

Sir, Mr Henry Churton who was an original purchaser of an order of choice of land No.1043 in the Settlement, but who, in consequence of the out of way position of what fell to him under a high number, subsequently purchased of private individuals land-orders in the Second Series, in virtue of which he made selections at Wanganui, has lately applied to me, upon his departure for England, to recommend the case of his not having been able to get possession of the land, to the consideration of the Court of Directors. The sections selected by Mr Churton at Wanganui were considered amongst the best in the district; the three he bought after choice of them had been made from a young gentleman named Niblett were acquired by him at a very low cost in satisfaction of a debt incurred by the latter and are, as Mr Churton informs me, of very little value. In reply to the requisition for indemnity for having been kept out of possession of his land by the natives, I could only say that he was in a similar position with the other purchasers in the same district; but had suffered less loss than many in consequence of never having taken possession of the land when he might have done so without any obstacle. In regard to his second request, which was to be allowed to rechoose his land, I could with no more justice allow him that privilege to the exclusion of others making similar claims; but as he pressed me to bring his case under the notice of the Directors and as they may take a different view of it, I have to request you to enable him to state his own case to them. The numbers of Second Series land-orders bought by Mr Churton in New Zealand are as follows:

Land-orders

No.53 Special – originally purchased by Mr Milne
No.48 Ordinary – originally purchased by Rev J. F. Churton
No.49 Ordinary – originally purchased by Rev J. F. Churton
No.53 Ordinary – originally purchased by Rev J. F. Churton
No.40 Ordinary – originally purchased by J. C. Collett
No.41 Ordinary – originally purchased by Mr Carruth
Nos 13-15 Special – originally purchased by Mr Niblett

Folio 178 W. Wakefield, Principal Agent, Wellington 14 Mar 1848

Sir, Mr Henry Churton, late of Wanganui, will present this to you. This gentleman was an original purchaser of Preliminary Land Order No.1043 and since his residence in the Colony has become proprietor of several Wanganui sections. He paid his own passage in the *London*, but, as he states, owing to some irregularity in his application to the Company's Office in London, he did not obtain an allowance for it. It is probable that he did not make his application in time to entitle him to the allowance, as he intimates that he was told by one of the clerks that it was discontinued. The only case similar to Mr Churton's which has occurred as far as I can discover, was that of Mr Ludlam, who came out in the same ship with Mr Churton, and to whom I paid the sum of £60 under the authority contained in the Court's despatch No.61 02 Jul 1840. I must not omit to apprise you that Mr Churton applied to me by letter on the present subject so far back as June 1842; but I cannot find any registry of my communication on the subject with the Court. At that time I was constantly engaged with the Commissioner of Land Claims and in attendance upon his court; so that it is possible that the subject had escaped my memory.

Folio 189 W. Wakefield, Principal Agent, Wellington 30 May 1848

Sir, I have to acquaint you that the ship *John Wickliffe*, Captain Daley arrived on the evening of the 23rd instant after a passage of five days from Otakou. In addition to the Passengers and Emigrants destined for this Port she brought here 16 Steerage passengers and Emigrants who embarked in London for Otakou, also 13 Emigrants who had arrived there in the ship *Philip Laing* and who had permission from Captain Cargill to come on to this place; of the latter number the family of Brown paid £7 and that of Aitkin £3 to the Captain of the *John Wickliffe* for their passage, to this I objected, but Captain Daley contended that he was not engaged to convey Passengers from port to port, and that having taken them on board at the request of Captain Cargill he was entitled to charge them for their passage; certainly it was not contemplated by his Charter Party that he was to bring on the Emigrants of the ship *Philip Laing* to this port owing to the short number of lay days, only seven, allowed for the ship discharging here it required considerable exertion to get so many people out of her, and a protracted discussion upon this point (I having only 24 hours to settle his clearing) would probably have risked the chance of a claim for Demurrage. I therefore thought it most advisable to give the Captain his certificates, and leave this minor point to be dealt with by the Court. I have also incurred an expence of 15s in landing the Emigrants and their baggage here, which should have been done by the Ship, but I have not insisted upon this, as the Captain would willingly have done it had not his boats been nearly knocked to pieces and rendered quite unequal to the Service by the great exertions used by him, during very bad weather in landing all the Emigrants &c at the Upper Town, a distance of nearly six miles from where his Ship anchored, at Otakou. I have also paid the Captain the sum of £6 4s and the two Mates each £3 2s being the Gratuities of 2s and 1s per head respectively authorised to be paid them by the Surgeon's instructions, having taken from him the necessary Certificates of their being entitled to it: it was an accommodation to them to receive the money here. I have to acknowledge the receipt by the said Vessel of the sum of £500 in Specie together with the Box and contents as mentioned in your Despatch No.44/47. I enclose you Copies of Certificates granted to Captain Daley and a Statement of Surplus Stores landed by him a Otakou and this port.

Folio 194 Henry Manning and W. Wakefield 29 May 1848

I hereby certify that the undermentioned passengers have been landed from the *John Wickliffe* at Wellington and that they have been well treated during the voyage.

Cabin Passengers embarked in London for Wellington

Rev Thomas D. Nicholson, Alison (wife) and three children – Catherine Rice, Janet Dickson and Jane Fraser and John Wickliffe, McWhi, Daly born on board at Koputai
Henrietta Alexander
Charles A. Smith, Lieutenant R. A.
Thomas Arnold

Intermediate passengers embarked in London

Napoleon Levell – proceeded from Otakou in the *Perseverence*, Emily (wife) and Annette Edwards (niece).

Steerage passengers embarked in London for Wellington

William Jenkins, Mary (wife) and three children – Frances, Thomas and Elizabeth
John Bentley
Charles Cook, Eliza (wife)
Lucy Pike
John Scott Gibson

The following were authorised to re-embark from Otakou to Wellington by Captain Cargill*From the 'John Wickliffe'*

Henry Dommett, Francis Chrystal, Thomas Wilson, Andrew Henderson
 John Wilson, Elizabeth (wife)
 James Wilson, Jane (wife) and three children – James, John, Isabella
 George Watson, Susannah (wife) and two children – Louisa and Henry
 Fanny Derry

From the 'Philip Laing'

James Tweedale, John Robertson, Alexander Bruce, Andrew Thornburn, Robert Thornburn,
 James Kennedy
 John Brown, Agnes (wife) and two children – Janet and Isabel
 George Aitken, Janet (wife) and Margaret

Folio 201 W. Wakefield, Principal Agent, Wellington 30 May 1848

Sir, I enclose you the Deed of Conveyance for Mr Augustus Keith's land at Wanganui, it will have to be executed by the other Trustee, Mr Churton, who is in London, before it can be considered complete, and before the bill to Mr Keith is paid, it need not be returned to the Colony, as I have the Land Orders in my possession, and the Mortgage upon them given to Mr Moore has been cancelled and duly delivered up.

Folio 213 Statement of the Population in the Pah Pipitea October 1848

Pipitea Pah contains a population of 116 persons. There are many married couples, but very few have enough children to replace themselves and only two couples have a surplus to supply the general waste of population

One couple has five children; one couple has three children; one man, Porutu, has two wives and two children; one widow as one child; one woman married to a white man named Worser has one child; four couples have two children each; eight couples have one child each; ten couples have no children; 27 single men; eight single women. Thus, only six couples out of 24 couples replace themselves and out of these six, only two afford a surplus. Only 28 children to 88 adults; only 28 children to 24 couples. In England the proportion of Children to each couple is $4\frac{1}{4}$ to $4\frac{1}{3}$ i.e. to 24 couples 102 to 104 children.

	United States	Ireland	New Zealand
Males	100	100	100
Women to 100 men	98	108	77 or 75
Children to 100 men	161	141	50

In the United States, population is rapidly increasing. In Ireland it is nearly stationary, but rather increasing. In New Zealand, native population is rapidly decreasing.

Folio 215 W. Wakefield, Principal Agent, Wellington 26 Jun 1848

Sir, Mr Arnold, who came Passenger by the *John Wickliffe* is the proprietor of two sections of land, No.14 and 19 in the Makara district chosen under orders of choice 397 and 448 for his Father the late Doctor Arnold of Rugby; he is extremely anxious to get upon his land, but at present it is quite inaccessible for want of any Road, he has therefore applied to me to allow him to exchange one of his Sections for No.38 Porirua district, abutting with Porirua Road, chosen under order of choice No.217 and purchased by the Company in London of Mr Wright's assigness; the Sections to be respectively inspected and valued by a Surveyor and Mr Arnold paying the difference in value; to this arrangement I have given my Sanction, subject to the approval of the Court, and I desire strongly to recommend its final adoption for many reasons, the securing an excellent and highly respectable Colonist not being the least of them.

Folio 248 Statement of Notice of Transfer of a Land Order in the Settlement of Wellington

Transfer No.325 Preliminary Land Order No.601 Part 1 and 2 Country Section 81 Upper Hutt District – From James John Taine to Salvadore Cemino on 13 Jun 1848

Folio 288 W. Wakefield, Principal Agent, Wellington 22 May 1848

Sir, I have been requested by Mr Robert Park, in whose favor I drew a Bill upon the New Zealand Company for £50 dated 14 Apr 1848 and numbered 3, to apprise you that the 2nd and 3rd of the Set have been lost, they are not endorsed and you will be so good as not to pay them without further instructions; the first part of the Set was endorsed by him to Mrs Catharine Park, and if presented by herself or Agents may be paid in due course – it was forwarded to England by H.M.S. *Racehorse*.

Folio 292 W. Wakefield, Principal Agent, Wellington 22 May 1848

Sir, In reference to the Bill No.7 drawn by me upon the New Zealand Company and advised in my Despatch No.33/48 of this date, for the sum of £61 11s 3d in favor of Mr Augustus Keith for the balance of the purchase of his Wanganui Land Order, I have to advise you that the sum of £6 8s 4d paid by the Court in London will have to be deducted before payment, as it has been omitted to be done here. Mr Brandon will write to Mr Keith by this opportunity acquainting him with the circumstance.

Folio 296 W. Wakefield, Principal Agent, Wellington 19 Aug 1848

Sir, I have to acquaint you of the arrival of the *Victory*, Captain Mullens, here on the 16th instant, from Otakou. I enclose you a List of the passengers by her who are all in good health and highly pleased with the arrangements made for their comforts and with the conduct of the Surgeon, Captain and other Officers of the Ship. I also enclose you a short report from the Surgeon; the Cow has been safely landed and when recovered from the effects of the Voyage will be sold by Auction as directed, as much as £40 was offered for her at Otakou and I am sorry that Captain Cargill did not dispose of her there. I do not expected she will realise as much here, the Calf died on the passage. The Vessel is being quickly discharged; I have received the box addressed to my care, also Bill of Lading of the Water Butts dispatched at the last moment from Gravesend; Captain Cargill has also forwarded me the Invoice of the Bricks which will be landed here. I notice the observations contained in your Despatch No.15/48, 4th March as to the arrangements of the present Ship being different from former charter parties, and in regard to the sum I would suggest that when the Vessels go to Otakou first, either Wellington or Nelson should be made the final port of discharge, both for the facility of landing the surplus stores and also for finally winding up amounts with the Captain, which can be better done at either of these ports than at New Plymouth and I would further suggest that it should be understood that the Ship's business should be done by the Company's Customhouse Agent or Broker here; the Captain, before reporting to me his arrival in the case of the *Victory* having employed his Agent, and his position

as Owner and the Company's as sole charterers being somewhat antagonistic especially as regards question of Demurrage. I have employed my own Agent to superintend the discharge of the Cargo and passengers, and watch the Company's Interests. I hardly expect to get the *Victory* despatched within the 10 days allowed, as the largest portion of her Cargo is for this place, she was 14 days at Otakou, but as I conclude the period of 40 days allowed in the Charterparty will be distributed over the whole Voyage, any excess of the ten days occurring at any particular port will be placed against the saving of time at another, and as there will be but little to do at Nelson, and only three Passengers to be landed at New Plymouth I expect that upon the whole no Demurrage will be incurred.

Folio 299 James Paton, Ship *Victory*, 15 Aug 1848

Sir, I see from the instructions I received from the New Zealand Company that I am requested to furnish you with the particulars of anything that may have occurred on board during our voyage worthy of note. Carrying so few passengers as the *Victory* has done nothing has suggested itself to me with regard to the arrangements in which I could make any improvement, I beg to state that we have all been very comfortable, the supply of Provisions abundant – and of good quality with the exception of the beef which was rather inferior. I may state we had great difficulty in saving the Cow from her allowance of water being much too small, only six gallons per day, at the least it ought to have been ten or even more when in the Tropic, another thing that should be particularly attended to is, that the house she is in be well padded on each side to protect her from the rolling of the ship, otherwise she is apt to get severely injured, this I had attended to during the voyage.

Folio 301 List of Passengers per barque *Victory*

Proceed to New Plymouth

Octavius Carrington (31yrs), Mary Anne (21), Nelson (3), Florence (15 months)

Proceed to Wellington

C. B. Borlase (30yrs), Elizabeth (26), Charles (3½), William (14 months), Charlotte (6 weeks)
W. C. Strode (23yrs), Frederick Abbott (21yrs)

Left at Otakou

Henry Ridley (32yrs), Vitella (29), Henry (3)
W. H. Mansford (27yrs), Caroline (26)
John Watts (66yrs)
Francis J. Reeve (33yrs), Eliza (28), Margaret T. (5), Samme (30yrs)
Lochlan Langland (18yrs), John Digby (20yrs)

Left at Wellington

W. H. Hale (31yrs), Emma (29), F. V. (3), Maurice Hall (1)
William Rowell (22yrs), Mary (22)
Edward Fitch (20yrs), Edward Fox (22yrs), Thomas Guidly (20yrs)

Folio 309 W. Wakefield, Principal Agent, Wellington 22 Aug 1848

Sir, I have been applied to by Dennis and Mary Corkery, industrious settlers here with a family of nine children, to obtain a passage from England for their daughter 16 years of age; female servants are much wanted in the Colony, and if the Court could send her out as an Emigrant, free of expense I can recommend the case for their consideration.

Folio 311 Dennis & Mary Corkery, Port Nicholson 22 Aug 1848

Addressed to: Julia Corkery, John Collins, 10 Essex Court, Park Street Borough, London
My Dear Daughter, I received your letter dated 16th March last yesterday afternoon, and hasten to reply by the *Calliope*, Man of War, sailing tomorrow or next day. I am very anxious to lose no time in letting you hear from me as I am sure, my dear child, we all feel most acutely for you, more than words can express. It is a great grief to hear of our poor Father's death, but this is a circumstance we must all come to, which we must bear with resignation and fortitude. As for yourself, my dear child, I pray to God he will guide and protect you; we are in that situation that it grieves us much we cannot send you any money. We have nine Children to support, and the wages your Father receives is only twenty two shillings a week – the only method we can at present see for your coming to us, is by making application to the New Zealand Company's Office in London. The Gentlemen of that Office are sending out Emigrants to Otago and here, and we are certain upon application being made for you that they would send you, particularly when you tell them we all came out through them, it is now six years and upwards – were you but only here, my dear child, you could get a respectable situation easily. We have already spoken to Colonel Wakefield about your coming here and he has promised to write to the Company in London mentioning you for us – Colonel Wakefield is the Company's Principal Agent here – we mention this that you can make the proper application without hesitation and your Father and I, think it will be advisable for you to lose no time in calling at the Office, and shewing this letter to some of the Gentlemen there – we pray to the Almighty that they may assist you and be the means of our being once more together – it is a sore trouble to us that we are not in a situation to send you some relief. We feel very thankful and grateful that we have friends who take care of you – every kindness they shew you will never be forgotten, you must express our sincerest thanks to Mrs Collins and beg she will continue so to you, and render you every assistance in getting to us, as also to your Uncle. I certainly expected my poor Father would have left some money at his death, you say little about it. When I left you, my dear Julia, I called upon the Clergyman of St. George's Fields, my poor Father promised him that he would give him twenty pounds to send you to me, that Gentleman's name was the Rev Mr White. I have since heard he is dead, but I wish you to take this letter to the Rev Mr Doyle, St. George's Fields Chapel, London Road, and shew it to him, he will we are sure, render you every assistance in coming to us, tell him, my dear Julia, that he married me, my name was Mary Horregan, and that he knew me from a Child. You ought to have looked through my poor Father's boxes for the Bank Book – he kept his money in the Borough Market Bank, you must enquire there about it, and if there is any money, you must stop anybody from getting it. Tell your Uncle, Cornelius Corkery, that he would do much better if he was to come out here, there is plenty of work, and he should bring his Characters from the police at home. If you could emigrate to Sydney with some lady, you could easily manage to get here, but we trust you will be successful with the New Zealand Company, as we fear that it will be the only means of your coming. If there is no other way you must apply to the parish of St. George's in the Borough where I paid rates and taxes, they must I should think do something to assist your coming to us. If you could get to Sydney, we could manage to pay three or four pounds for your passage from that place to here. You must give our kind love to Mrs Collins, your Uncle Cornelius and all our friends, do not forget to remember us to Mrs Howard, Mrs Bonan and family. In your letter you do not say how my poor Father died, who was attending him, or anything about it. May God Almighty bless and preserve you my dear Julia, is the constant prayer of your affectionate Father and Mother.

Folio 315 Population: General Summary – Wellington 1847

Place	White Population		Aborigines & Half-castes		Remarks
	Males	Females	Males	Females	
Wellington	1360	1213	208	144	
Evans Bay & Ohiro	65	43			The Natives who cultivate in these districts live in Pahs in Town
Karoro	129	124			
Wades Town	46	39			
Kaiwarra Road to Petoni	64	42	43	36	
Porirua Road	156	127			
Hutt & Neighborhood	424	325	92	82	
Coast to Porirua	76	20			
Coast Porirua to Manawatu	94	38			
Wairarapa	73	22			Aboriginies Wairarapa not ascertained

Folio 316 Population: Division of White Population by Ages – Wellington 1847

Ages	Males	Females	Remarks
1 day to 6 years	474	445	Under 14 - Males 983; females 921
6 to 14 years	509	476	
14 to 19 years	174	167	Adults – Males 1261; Females 992
19 to 21 years	63	58	
21 to 30 years	297	260	
30 to 40 years	418	313	
40 to 50 years	228	146	
50 to 60 years	65	34	
Above 60 years	16	14	
Totals	2244	1913	
	243	30	Not ascertained being Population on Coast to Manawatu and in the Wairarapa Valley
Total White Population	2487	1993	

Folio 317 Population: Married and Unmarried Persons – Wellington 1847

Wellington

Married couples with families	602	Without families	105
Bachelors	528	Spinsters	248
Widows	37	Widowers	26
Married	1414	Unmarried	839
Unascertained	323	Under 14yrs	1904

Folio 318 Population: Religious Persuasions – Wellington 1847

Denomination	Number	Churches	Sittings	Av Attendance	Ministers
Church of England	1344	2	310	310	Rev R. Cole
Roman Catholics	120	1	180	120	Revs J. O'Reilly, R. Le Comte
Presbyterians	395	1	300	150	Revs J. Inglis, J. Duncan
Wesleyans	235	4	410	230	Revs J. Watkins, S. Ironside
Independents	88	1	70	70	
Baptists	37	1	100	37	
Jews	20	0			
Not ascertained	14				

Another Church of England is in course of erection which will contain from 3 to 400 persons.

Folio 319 Nature of Employment – Wellington 1847

Lessees of small parcels of 10 to 20 acres of land employ their time in cultivating the same.

Apprentices (6), Bakers (23), Blacksmiths (18), Boatbuilder (1), Boatmen (10), Boilermaker (1), Bookbinder (1), Brewers (4), Brickmakers (6), Bricklayers (16), Brushmaker (1), Butchers (17), Cabinetmakers (8), Carpenters & Joiners (85), Carters (18), Coopers (9), Cowkeepers & Dairymen (13), Currier (1), Cutler (1), Dyers (2), Engineers (2), Farrier (1), Gardeners (24), Ginger-beer makers (2), Gunsmith (1), Horsebreakers & Grooms (4), Hacking & Needlework (10), Hotelkeepers & Publicans (18), Lodging House Keepers (1 male, 1 female), Masons (2), Millers (3), Milliners & Straw Bonnet makers (9), Millwright (1), Painters & Plumbers (14), Plasterers (5), Printers (11), Ropemakers (4), Saddlers (2), Sailmakers (3), Sawyers (59), Schoolmasters (9), Schoolmistresses (8), Shoemakers (45), Seamen and Whalers (50), Shipwrights (13), Slaters (2), Stationer (1), Statuary (1), Tailors (15), Tanner (1), Tinmen (2), Turner (1), Watchmakers (3), Wheelwrights & Cartmakers (9)

Folio 320 Population: Trades and Professions

Agriculturalists & Small Farmers (94); Architect (1); Banker (1); Capitalists & Agriculturalists farming their own lands (7); Capitalists occupying Grazing Runs (60); Chemist (1); Clergymen & Priests (8); Clerks (24); Company's Officers (5); Constables – Armed Police (30); Distiller (1); Domestic Servants (18 male, 64 female); Gentlemen (7); Government Officers (22); Labourers (325); Lawyers of all Grades (9); Medical Practitioners (10); Merchants, Traders & Auctioneers (32); Settlers (22); Shopmen (10); Storekeepers & Tradesmen (29); Surveyors (10); Tallow Chandler (1)

Capitalists employing labourers (36). These are included under Capitalists, Graziers, Merchants and others. The greater proportion of labourers cultivate small quantities of land which they lease on their own account. The number of labourers who live entirely by weekly and daily labour does not probably exceed the number of 150 – the remainder only work occasionally when their affairs allow them a little unemployed time. A great proportion of the Mechanics, Artisans &c do not follow their trades exclusively but either as purchasers or lessees.

Folio 321 Population Births, Marriages and Deaths – Wellington 1847***Births***

Legitimate	101 males, 81 females	Illegitimate	6 males, 3 females
Still-born	4 males, 1 female	Twins	2 males, 2 females

Marriages

Church of England (18), Wesleyans (24), Catholics (6), Presbyterians (3), Aborigines (34)

Deaths

Wellington – 15 males, 11 females; Aborigines – 90

Folio 322 Houses – Wellington 1847

Description & Cost of Buildings	In the Town	At detached villages	Remarks
Houses built on European Plan	500	163	
House built on Native Plan	90	113	
Houses and shops not included in above	21	12	
Forges and workshops	27	4	
Wind, Water & Steam Mills	2	3	
Public Buildings	6	4	Church – 1 Town, 1 Porirua Catholic – 1 Town Chapels – 4 Town, 3 Country
Estimated Cost of Habitations	£75,097	£13,740	
Estimated Cost of other Buildings	£19,675	£3,345	
Number of Householders	500	260	
Number of Proprietors of Buildings	40	6	

Folio 323 Live Stock – Wellington 1847

Description	Number	Remarks
Draft & Farm Horses, Pleasure Horses	546	Average value £25
Grazing Cattle	4,772	Average value £8
Sheep	24,447	Average value 18s
Goats	941	Average value 8s
Swine	Innumerable	Average value 20s to 30s according to weight
Heads of Poultry	Innumerable	Average – Turkeys 8s; Geese 6s each; Fowls 3s 6d per couple; Ducks 4s 6d per couple
Asses and Mules	23	Average – Asses £5; Mules £10
Working Oxen	80	Average £16 and £22 a couple

Folio 324 Land – Wellington 1847

Superfices of Cleared Land – 2552 acres

Land under cultivation – Arable Land – 770 acres by Europeans; 866 by Natives

Land under cultivation – Garden Land – 172 by Europeans; 24 by Natives

Meadow and Pasture – 720 acres not including Cattle runs

Land built upon – 200 acres

Average expence of clearing wild land per acre: Forest land - £5 to £30; Fern £5 to £20; Other Kinds 50s to £5 – all according to the degree of perfection required

Length of roads completed, or in progress – 60 miles all fit for Carts

Average expence per mile of road – cannot be ascertained at present

Superfices of land surveyed – 165,400 acres

Folio 325 Agriculture – Wellington 1847

Description	Average Produce per Acre	Average Price for 1847
Wheat	35 bushels	5s to 7s
Rye	none	-
Barley	42 bushels	5s to 7s
Oats	55 bushels	4s 6d to 6s
Maize	45 bushels	3s to 5s
Potatoes	10 tons	70s to 120s
Peas & Beans	Principally cultivated in Gardens, and produce about 45 or 50 Bushels to the acre	
Hay	1½ Ton	£7 to £9
Turnips	Principally cultivated in Gardens	

Folio 326 Ships – Wellington 1847
Wellington Port

22 ships, 640 tons; 21 ships, 579 tons were built in the port

Ships Registered 1847 – 7 vessels, tonnage 287

Folio 327 Taxes – Wellington 1847

Description (Revenue)	Amount
Customs	£15,690 16s 3d
Fees & Fines Supreme Court	£99 7s
Fees & Fines Police	£112 7s 8d
Publican's Licences	£590
Auctioneer's Licences	£160
Registration Fees	£43 19s 4d
Post Office	£55 9s 1d
Total	£16,751 19s 4d

To what objects applied (Expenditure)	Amount
Civil – Salaries – Lieut. Governor; Superintendent; Treasury; Harbour; Survey; Police; Medical; Clerks of Contingencies	£3,778 14s 7d
Judicial – Salaries – Registrar; Commissioner Requests; Sheriff; Resident Magistrate; Crown Solicitor; Clerks and Contingencies	£2,613 9s 5d
Miscellaneous – Cost Government House & Hospital Expences; Land Commission; Purchase Native Reserve and Contingencies	£4,426 14s 4d
Roads, Bridges & Survey Expences	£19,090 19s 9d
Armed Police Force exclusive of Salaries to Officers	£4,342 5s 2d

The difference between the Local Revenue and Expenditure supplied by the Governors... on H.M. Treasury

Folio 328 Banks – Wellington 1847

Name and location of Bank Union Bank of Australia, Wellington
 Whether Incorporated or not Not Incorporated
 Amount of Local Capital & how raised £820,000 in shares of £25 each
 Amount of Credit on Parent Institution Unlimited
 Amount of Local Annual Dividend Dividend £24 being at the rate of _ per cent

Annual Expences of Establishment; Amount of deposits bearing interest and rate allowed; Amount of Deposits not bearing interest; Amount of Bills discounted in the year and average rate of Discount charged; Amount of Specie in the Bank - May be ascertained at the London Office if authorised by the Directors

Amount if issues, if any, and lowest denomination of note – Average circulation at Wellington Branch £7.786 in £1 and £5 notes

Folio 329 Rates of Interest – Wellington 1847

Rates of the Union Bank only - No interest was charged on Securities of Land or Goods; Interest of 10 per cent on Personal Security

Private individuals have lent, though not largely, at from 10 to 25 per cent upon security of land and stock.

Folio 330 Rates of Exchange in the year 1847

Folio 331 Education – Wellington 1847

Description	Schools	Boys	Girls	Superintended by	Supported by
Church of England	1	40	20	Day – Rev R. Cole	Parents of scholars
Church of England Porirua	1	28	12	Day – Rev R. Cole	Bishop & Scholars equally
Wesleyan & Independent	1	50	28	Day - Teachers	Parents & contributions
Wesleyan Karori	1	14	11	Day - Teacher	Parents & contributions
Private Schools	13	230	99	Day – Teachers	Terms 6d per week to 8 Guineas per annum
Sunday Schools European	3	138	75	Wesleyan Missionaries	Parents & Voluntary Contributions
Sunday School Porirua	1	13	7	Rev R. Cole	Bishop and Scholars
Sunday Schools Aborigines	2	87	60	Rev R. Cole 99; Wesleyans 48	

Folio 332 Crimes and Offences – Wellington 1847

Number of Committals for Crimes and Offences – 8 males
 Four against the person, Four against property
 Two were acquitted, six were convicted

Charges of Murder against a Foreigner and an Aboriginal – both acquitted

Assaults 1 soldier, 1 labourer
 Forgery Purser of *Calliope*
 Larceny 1 Seaman, 1 Labourer
 Burglary 1 Labourer

Folio 334 Wages of Labour in the year 1847 for the District of Wellington
 Folio 336 Prices of Provisions in the year 1847 for the District of Wellington

Folio 337 Population – Register of Deaths

Name	Male	Female	Remarks
George Webb		1	Female child aged 11 weeks – deficient formation of back
James Shelly	1		Aged 37 – Dropsy
Samuel Florence	1		Aged 29 – Accident (Drowned)
William Allen	1		Aged 39 – Erysipelas in the Head
F. J. Knox	1		Infant
John Kilson		1	Infant aged 7 weeks – weak from birth
Robert Rose		1	Wife, aged 49 - cancer
William Villers		1	Wife, aged 38 – in child birth
Isaac Lovelock		1	Daughter aged 13 – stoppage of intestines
William Baggarley	1		Son aged 2 years - dropsy
John Hall		1	Daughter aged 3 years - convulsions
Robert Edwards	1		Son aged 16 - fever
Thomas Anderson	1		Aged 28 - consumption
John Fitchet	1		Son aged 2 years - dropsy
Mrs Lowe		1	Daughter aged 1 year - teething
Mr Barnet	1		Aged 21 years - consumption
Stephen Penfold	1		Infant son aged 10 months – water on brain
John Waterson		1	Wife aged 40 years - dropsy
Charles Collis		1	Daughter aged 9 months – water on brain
Richard Clifton	1		Son aged 3 years – inflammation lungs
Mrs Rush		1	Daughter aged 1 year - teething
William Cook	1		Aged 22 years - drowned
John Branks		1	Wife aged 29 - accident
Robert Ralph	1		Aged 50 – liver complaint
Mary Ovingdon		1	Aged 21 - consumption
Matthew Hobman	1		Aged 12 – murdered by native

Folio 338 Register of Deaths in the Wellington District since the foundation of the Colony

Head of Family	Sex	Age	Year	Remarks
Henry Baker	M	2	1840	Drowned
Mrs Miller	F	24	1840	Daughter - consumption
Thomas Susans	F		1840	Wife - childbirth
James Woods	F	30	1840	Wife - cause unknown
Edward Head	F	2	1840	Drowned
Edward Head	F	1	1840	Drowned
Robert Park	M	2	1840	Teething
Adam Reid	F	46	1840	Wife - decline
Samuel Woodward	F	-	1840	Son aged 11 months - unknown
Thomas Irving	F	25	1841	Wife - fever
John Wade	F	22	1841	Wife - consumption
Thomas Avery	F		1841	Daughter - Typhus fever
James Fisher	M	19	1841	Son - dropsy
Charles Cottle	F	30	1841	Wife - decline
John Francis	F	16	1841	Daughter - decline
David Wilkinson	M		1841	Son aged 7 months - inflammation lungs
Robert Fill	M	18	1841	Son - inflammation lungs
John Murray	F		1841	Daughter aged 1 year 5 days
John Murray	F		1842	Daughter aged 1 year 2 weeks
W. Clarkson	F		1842	Infant
W. Meech	M		1842	Infant - convulsions
D. McLachlan	F		1842	Infant - convulsions
Philip Murch	M	40	1842	Brother - fever
Philip Murch	M	8	1842	
Philip Murch	F		1842	Infant aged 6 months - inflammation lungs
John Phillips	M	4	1842	Son - decline
John Phillips	M		1842	Son aged 6 months - decline
John Southie	M	12	1842	Son - cause unknown
John Mitchell	M	18	1842	Son - fever
Samuel Firmiger	F		1842	Wife - dropsy
James Branger	M		1842	Son - accidental
John Hall	M		1842	Son aged 2 months - jaundice
Thomas Charles Butler	M	2	1842	Son - accidental
Richard Milner	M	2	1842	Son - thrush
Richard Milner	F		1843	Daughter aged 10 weeks - convulsions
William Gill			1842	Aged 1 year 5 months - convulsions
William Gill			1843	Aged 2 years 2 days - weakness
John Bell	M	7	1842	Son - decline
Stephen Penfold	F	1	1842	Daughter - fever
James Inglis	F		1842	Daughter aged 6 months - decline
Elizabeth Jackson	F		1842	Inflammation Bowels
Henry Tiffin	F	22	1842	Wife - childbirth
William Membury	F	7	1842	Daughter - dropsy
James Scott	F		1842	Infant aged 9 weeks
A. D. B. Brandon	F	28	1842	Wife - decline
Edmund Cording	M	53	1842	Inflammation
George Buck	F	2	1842	Daughter - decline
John Cook	F	2½	1842	Daughter - dropsy
James McCarthy	M	25	1842	Accidentally shot
William Watters	M	30	1842	Diseased heart
William Pike	M	2	1842	Son - decline
William Harvey	F	49	1842	Wife - decline
James Holman	F	35	1842	Wife - childbirth
Henry Leight	M	3	1842	Son - inflammation lungs
James Cattell	F	35	1842	Wife - accidental
James Phillips	M		1842	Aged 6 months - inflammation lungs
James Stoodley	M		1842	Aged 10 weeks
William Friend	M	33	1842	Drowned
John Whitehouse	M	5	1842	Son - decline

Head of Family	Sex	Age	Year	Remarks
John Tomlin	M	4	1842	Son - decline
Nathaniel Jennis	F		1842	Daughter aged 10 weeks - teething
James Spiers	M & F		1842	Twins aged 3 months - unknown
William Dodge	F		1842	Daughter aged 6 months - burnt
Lach. Cately	M	33	1842	Drowned
Alexander Lyall	M		1843	Infant
Alexander Farmer	M		1843	Aged 6 months - convulsions
Richard Baker	M		1843	Infant - convulsions
John Hodges	M		1843	Infant - convulsions
Samuel Firmager	F		1843	Daughter - fever
George Hunter	M	55	1843	Apoplexy
George Hendry	M		1843	Infant – sickly from birth
Isaac Fisher	F	2	1843	Daughter - cold
James Mayo	M	1½	1843	Inflammation of Lungs
Charles Henry Squibb	F	18	1843	Daughter - insane
Mrs Davis	F	32	1843	Husband - decline
Robert Duncan	F		1843	Infant - decline
Robert Hopton	M	4	1841	Son - decline
Robert Hopton	F	2	1843	Daughter - decline
David Johnstone	M	3	1843	Son – inflammation of lungs
Rev Mr Mason	M	34	1843	Drowned
Martin Levin	F		1843	Infant - teething
Edward Swallow	F	25	1843	Wife - decline
John Watterson	M	15	1843	Son - fever
Michael Dixon	F	45	1843	Wife - dropsy
Michael Dixon	F		1843	Aged 4 months
Israel Track	M	43	1843	Dysentery
David Hargreaves	M	3	1843	Son - consumption
Hugh Morrison	M	22	1843	Son - unknown
Joseph Willmore	F	26	1843	Wife - decline
John Frazer	F		1844	Infant aged 3 months
Mr Melor	M	32	1844	Consumption
Mr Melor	M		1844	Child aged 2 months - convulsions
Alexander Hurley	F	36	1844	Wife - childbirth
Alexander Farmer	F		1844	Infant aged 6 months
Henry Garrod	M	38	1844	
Thomas Sellars	M	16	1844	Son - decline
George Ashdown	M	1	1844	Son
Peter Hume	F	30	1844	Wife - consumption
Hugh Morrison	F	44	1844	Wife
John Edwards	F	20	1844	Daughter - consumption
Charles Bell	M	31	1844	
John Reading	M	2	1844	Son - decline
James Scott	M		1844	Found dead in the Bush at Kai Koris
Scanlon	M		1844	Drowned at sea
Thomas Dennis Pratt	M		1844	Drowned at Wairarapa
James Lissendon	M	1	1844	Son
William Harvey	2 M		1844	Father & son drowned at Wairarapa
Robert Wilton	M	1	1844	Son
David Smith	M	18	1844	Son – drowned at Wairarapa
William McDowall	M		1844	Infant aged 5 months
Mrs E. Tucker	M	5	1844	Son - drowned
Thomas Darien	M	7	1844	Son - drowned
Simon Row	M		1844	Paralytic
William Tullett	M		1844	Drowned at sea
David McEwen	M	4	1844	Son – accidentally drowned
Charles White	F	2	1844	Daughter - drowned
Richard B. Barnes	M		1845	
W. Cattell	M		1845	Infant died soon after birth
Charles Stephens	M	1½	1845	Teething
William Hodges	F		1845	Infant aged 7 months - teething
Robert Bradfield	F	2	1845	Accidentally scalded
James Fisher	M		1845	Infant

Head of Family	Sex	Age	Year	Remarks
John Eslick	M	1	1845	Inflammation
William Friend	M	18	1845	Drowned at the Hutt
Henry Bently	F		1845	Infant died soon after birth
Thomas Brown	M		1845	Infant died soon after birth
Charles Dixon	M		1845	Son 11 months – accidentally drowned
Michael Dixon	M		1845	Son 11 months - decline
John Sellers	M	1	1845	Son - teething
James Hallett	M	2	1845	Son – bowel complaint
William Tandy	M	17	1845	Son - drowned
James Wiley	M	1	1845	Son - drowned
Alexander Farmer	F	2	1846	Daughter - convulsions
Robert Houghton	M	49	1846	Inflammation
William Cracknell	F	42	1846	Wife - childbirth
Donald Smith	M	31	1846	Fever
Thomas Underwood	M	42	1846	
Andrew Gillespie	M	37	1846	Killed by the natives
Andrew Gillespie	M	11	1846	Killed by the natives
Stephen Penfold	M		1846	Son – disease of the brain
James Holman	M	42	1846	Consumption
John Lingard	M	3	1846	Dropsy
James Futter	F	18	1846	Daughter - decline
James Futter	F	7	1846	Daughter – accidentally burnt
Robert Bould	M	2	1846	Son – inflammation lungs
Hugh Cameron	M	21	1846	Son - consumption
Alexander Grant	M		1846	Son aged 3 months - weakness
Peter McGregor	F	26	1846	Wife - decline
William Pitt Harvie	M	33	1846	Insane
Richard Rush	M	45	1846	Killed by the natives
John man	M	28	1846	Killed by the natives
James Holmes	M	32	1846	Drowned
James Swan	M	22	1846	Accidentally shot
John Hicks	M	22	1846	Accidentally shot
Charles Mounsher	F		1846	Aged 2 months – disease of the brain
Nathaniel Sutherland	F	2	1846	Affection of brain
James Jackson	M	37	1846	Rupture of blood vessel
Mrs Lowe	F	1	1846	Daughter - teething
James Lillington	F		1846	Aged 11 months - uncertain
Sarah Fisher	F	33	1846	Apoplexy (wife of Js. Fisher)
James Jones	F		1846	Aged 8 months - teething
George Webb	F		1847	Daughter aged 11 weeks
James Shelley	M	37	1847	Dropsy
Samuel Florence	M	29	1847	Accidentally drowned
William Allen	M	39	1847	Erysipelas in the Head
F. J. Knox	M		1847	Infant
John Kitson	F		1847	Infant – weak from birth
Robert Rose	F	49	1847	Wife - cancer
William Villers	F	38	1847	Wife - childbirth
Isaac Lovelock	F	13	1847	Daughter – stoppage of intestines
William Baggarley	M	2	1847	Son - dropsy
John Hall	F	3	1847	Daughter - convulsions
Robert Edwards	M	16	1847	Son - fever
Thomas Anderson	M	28	1847	Consumption
John Fitchet	M	2	1847	Dropsy
William Barnett	M	31	1847	Consumption
John Watterson	F	40	1847	Wife - dropsy
Charles Collis	F		1847	Daughter aged 9 months – water on brain
Richard Clifton	M	3	1847	Son – inflammation lungs
Mrs Rush	F	1	1847	Daughter - teething
William Cook	M	22	1847	Drowned
John Branks	F	29	1847	Accident
Robert Ralph	M	50	1847	Liver complaint
Mary Ovingdon	F	21	1847	Consumption
Matthew Holman	M	12	1847	Murdered by the natives

Folio 344 W. Wakefield, Principal Agent, Wellington 24 Jul 1848

Sir, In my Despatch No.11/48 I forwarded you a Schedule of Lands in the Porirua District which were excepted from the Crown Grant; of the Lands thus excepted 22 holders of Preliminary Land Orders were wholly, or in part deprived of what they had chosen, and in order to satisfy their claims as far as laid in my power I caused the Advertisement of which the enclosed is a copy, to be inserted in the papers; on the day named for selection only one choice was made by Mr Ludlam for Sir William Molesworth who rechose No.98 on plan formerly a Native Reserve chosen under order of choice No.196, for his Section No.78 on plan chosen by virtue of order of choice No.79, so that at present only two claimants deprived of their choices have been arranged with viz. Mr Molesworth and Dr Logan; the arrangement with the latter I communicated in Despatch No.26/48. On the day previous to the selection I received the letter, of which I enclose a Copy, from Baron von Alsdorff, therein states his reasons for not reselecting.

Folio 347 Charles E. Von Alsdorf, Wellington 01 Jun 1848 to W. Wakefield

Sir, Not finding among the sections offered by you for reselection in lieu of those enumerated in your advertisement any which I could represent to my Clients concerned as a compensation for those taken away from them, I beg to decline making any reselection for either of them on the present occasion. The Nos of Land Orders under my charge are 87 – 90 – 92 – 103 – 108.

Folio 362

The following is the order in which the compensation money was handed over in bags, each containing ten pounds of silver, to the Native claimants of the New Zealand Company's district at Wanganui at the meeting held with them in the Town of Petre on Monday 29 May 1848. Signed Donald McLean, Inspector of Police.

Order Paid	Tribes receiving payment	Chiefs to whom paid	No. of bags	Amount
1	Ngaparirangi	Kawana rana ko Ohararia	5	£50
2	Ngapatama	Hakaraia	5	£50
3	Ngatitumango	Hoani	5	£50
4	Ngatiruaki	Rangiruna	5	£50
5	Ngapoutama	Metē	5	£50
6	Ngatipa	Paori Muri	5	£50
7	Ngapoutama	Tare Waka	5	£50
8	Ngatitarewa	Tamiti	5	£50
9	Ngapairangi	Tou	5	£50
10	Te Patukotuko	Tahana	5	£50
11	Ngatirangi Pitaka	Epiha	5	£50
12	Te Opokotia	Takarangi	5	£50
13	Ngatirangi mai tawiri	Ratene	5	£50
14	Mangawhiro	Anaru	2	£20
15	Wangaehu	Aperahama	8	£80
16	Patea	Hori pori	2	£20
17	Kai Iwi	Te Munu	7	£70
18	Ngapoirangi	Rangitawere	1	£10
20	Ngatiruaka	Mawae	9	£90
21	Ngatiruaka (*)	Nepa (absent)	1	£10
19	Ngatihana	Mamaku	1	£10

(*) The amount of £10 for No.21, was delivered to Hori Kingi to Ana ka in trust for Te Kepa who was absent.

Folio 404 W. Wakefield, Principal Agent, Wellington 09 Aug 1848

Sir, In reference to the subject of my letter to you of the 26th of April last in which I represented the application of Mr Swainson for a Title deed conveying his land from the Company I have now to request you to submit to the Court of Directors the copy of an application by Mr Brandon of a similar nature and of my reply thereto. My object in directing your attention to a second instance of application of the same nature is to respectfully suggest to the Court of Directors (if it can be done) that in appointing Trustees to whom they may convey lands in the Colony for the purpose of conveyance to purchasers, such Trustees should be left to me to name, in order to ensure unanimity and cooperation.

Folio 406 A. de B. Brandon, Lambton Quay 21 Jul 1848 to W. Wakefield

Sir, Will you be good enough to inform me, whether the New Zealand Company will acknowledge a conveyance in the form endorsed on the Land orders, - being the form prescribed by the Company itself - as a sufficient conveyance for the purpose of giving to the purchaser or holder of the land thereby conveyed a Grant or confirmation of such lands - as the completion of a contract for the purchase of a piece of land is depending on the question. I shall feel obliged if you will afford me an early answer.

Folio 410 W. Wakefield, Principal Agent, Wellington 09 Aug 1848

Sir, Having lately received an application from Mr Thomas McDonnell of Hokianga to return him his Deeds which had been some time in my possession, I have, in accordance with my intention expressed in Despatch No.7/45 8th February, returned them to him and taken from him a release of which the enclosed is a Copy, whereby the Company is relieved from all obligations they may have been presumed to have incurred in respect of any dealings with this Gentleman for his Lands.

Folio 412 Thomas McDonnell, Hokianga 14 Jun 1848 to W. Wakefield

Sir, I hereby acknowledge to have received from you the various deeds and agreements for the purchase of land in New Zealand which are more particularly described in the annexed Schedule and, in consideration for their delivery I hereby engage to absolve the New Zealand Company from all obligations or engagements which, by virtue of any previous correspondence or Agreements hitherto passed between myself and them or you as their Agent, the said New Zealand Company may be considered to have contracted in regard to any lands belonging to me in New Zealand, or to which I may have any right or claim.

Folio 413 Schedule of documents
Received by Thomas McDonnell from the New Zealand Company 14 Jun 1848

- No.1 12 Nov 1835 Deed executed by Tetori Riwa and others to Thomas McDonnell of lands at Hokianga
No.2 13 May 1831 Deed of purchase of the Island of Motukaraka

No.3 22 May 1837 Deed executed by Epee for land adjoining Thomas Poyntons property and other lands in River Waima

No.4 02 Nov 1836 Deed executed by Taonui and other Chiefs for certain lands in the river Hokianga
No.5 22 May 1837 Deed executed by Epee for land known by the name of the Toiaki

No.6 26 Mar 1831
Certificate signed by Richard Jones of Sydney that T. McDonnell has purchased the Whaling property of Raine & Ramsay

No.7 15 Jan 1836 Gift of land from Waima to the Pinuteti from Teririeau to Thomas McDonnell.
-

Folio 416 Estimate of Expenditure of Wellington Settlement for quarter ending 30 Sep 1848

Folio 428 W. Wakefield, Principal Agent, Wellington 05 Sep 1848

Sir, I have the honor to enclose you copies of a letter addressed to me by Messrs W. & J. Deans of Port Cooper, and of my reply, on the subject of their proposed purchase of a quantity of land in that district. The completion of the arrangements lately entered into by Government for the purchase of the tract of country between the Otakou and Nelson Districts, will shortly place the land at the Company's disposal; and if the Court should come to an arrangement with the parties whom Messrs Deans have requested to negotiate with them for their intended purchase, there would be no difficulty in placing those gentlemen in possession of the block they desire, if it should not be in a position inconsistent with a regard to public objects. The past exertions and enterprise of Messrs Deans, as the first settlers on a large scale near Port Cooper, appear to entitle them to the consideration they ask for in the way of exchanging their land at Manawatu and Nelson. However, it is on the presumption that the minimum price of 20s per acre will at least be required by the Company for the remaining portion of 1000 acres they wish to acquire, that I have acceded to their request.

Folio 430 William and John Deans, Pataringamotu by Port Cooper 20 Jul 1848

Dear Sir, The New Zealand Company having purchased the land in this neighbourhood, we are desirous of acquiring from them about 1000 acres around the spot where we are settled, which we at present occupy under a lease from the natives for 21 years, with the written consent of the local Government, and we have written to our friends in Scotland to negotiate with the Company for that purpose as part of the payment for this 1000 acres we propose to reconvey to the Company 100 acres of land chosen in the Manawatu, in virtue of a Preliminary Land order purchased from them by J. D. in 1841 and it is with the view of enabling you to put the Directors in possession of your opinion on the subject, so far as regards this part of the bargain, that we now address you, so that by this means any after reference to the colony may be avoided. We came to the Colony with the view of farming the land purchased from the Company, and were fitted out with every requisite for doing so. W. D. who had purchased three sections from the Company arrived in one of the first ships and continued at Wellington till the survey was completed, but finding he was not likely to get any land there worth farming, or to which there was any means of access, he chose the section in question at Manawatu, with the intention of cultivating it but at last found that he could not get possession nor can he to this day. J. D. arrived at Nelson in the end of 1842, and found this "accommodation land" already selected, and although it was chosen for a number under 200, he found it of such a description that it would have been ruinous to farm it, and seeing no prospect of getting any land at all for his rural allotment, which all along was what he principally depended on for farming he left Nelson. There now remained to us only one of two courses to adopt, either to leave the colony or look out for a suitable place to squat, the latter course we determined on, and having obtained the sanction of Mr Shortland who then administered the Government of the Colony, we settled at this place. When you were lately at Akaroa in the *Inflexible* with Governor Grey, Mr Hay of Pigeon Bay, applied to you at the Governor's suggestion, to get 200 acres at his station at Pigeon Bay in exchange for the like number he had selected at Manawatu, and which he likewise found the Company could not give him possession of; you at once said that so soon as certain arrangements were completed with the French Company, you would give him the land at Pigeon Bay. Now as W. D. is exactly in the same situation as Mr Hay, we presume there will be no hesitation in acceding to our request so far as regards the Manawatu Section. As regards the Nelson section, we consider that under the circumstances, we have an equally strong claim, for the Company have already admitted that the settlers had been compelled to accept land there, for their accommodation sections of a worse description than the Company had ever contemplated offering or the settlers receiving, and as some compensation to them on that account and because of the long delay in surveying the Rural Sections, the Company have recently consented, that lands chosen at Nelson might be given up and Rural Land chosen instead at the Wairau. At this distance of time, so far as regards J. D. he having long since left

Nelson, this arrangement confers no benefit, as land at the Wairau is valueless to him. His object in coming to the colony was to settle on his land and by his labor and capital confer a value on it; in this he was disappointed at the time, but he hopes that the Company having now the power, will consent to let him have the same quantity of land here as he might have at the Wairau in exchange for his Nelson Land order, for Town, Suburban and Rural allotments and thus in some measure enable him to carry out the intention with which he originally came to the colony. He conceives that neither the Wairau nor Port Cooper have any connection with the Settlement of Nelson, and that it is as easy to let him have the land at the latter as at the former place – he has accordingly made no selection at the Wairau. We may mention that the land we wish to acquire is to all intents and purposes “rural land” being about six miles inland from Port Cooper in a direct line, and a much greater distance by any practicable road – it is principally grass land with just enough of bush for the station. We may likewise mention that we are the only parties settled on the Company’s late purchase in this quarter, and that our acquiring the land could not interfere in the slightest degree with any scheme of a settlement the Company may have in view, as there is abundance of land of the same quality – in fact a greater extent than all the Company’s present settlements put together. We will be obliged to you if you can give us any assurance of a favourable answer to our proposal so far as regards the exchange in question, as we are anxious to make some more permanent improvements than we consider prudent in our present situation. Please therefore to send us an answer or receipt through Mr William Lyon, Wellington.

Folio 449 W. Wakefield, Principal Agent, Wellington 31 Aug 1848 to William Halse

Sir, Some time back Mr Perry of New Plymouth made a request that the Company would send out a quantity of Fire-bricks for the purpose of melting Iron. They have arrived in the *Victory* and will be forwarded on by the first opportunity. I enclose you the Invoice to which the Freight from hence will be added, when ascertained, and you will be so good as acquaint Mr Perry with their arrival and agree with him for such terms of payment as you may consider satisfactory. The *Victory* proceeds from Nelson to New Plymouth in continuation of her voyage to all the Company’s Settlements, she has only to land Mr Carrington and his family, and her detention will be probably only a few hours. The Captain will land all the surplus stores at Nelson, and I have arranged that he is to victual Mr Carrington and his family at the rate of 10s per head for each adult, and 7s 6d for the two children (who count as three to one adult) per diem. If you communicate with the vessel you will be so good as countersign the certificate, otherwise the signature of the Surgeon Superintendent and Mr Carrington must suffice.

Folio 450 Invoice of Bricks shipped by the *Victory*, Captain Mullens by the NZ Company

3000 Stonebridge bricks; 500 Arch bricks; 100 Split bricks; 200 New Wedge bricks; 200 End Bevel bricks; Six 24 inch Stge Tiles; 630 24 inch Stge Lumps; two casks clay – 1 Ton; two casks

Folios 455 and 458 Return of Squatters, Wairarapa District

Name	Land	Horses	Cattle	Sheep	Acres	Rent	Designation
Henry Burling	Native		75		600	£28	Stockmaster
C. R. Bidwell	Native	54	122	1300	2000	£48	Stockmaster
Thomas Brown	Native				2		Boatman
William Brown	Native		7				Publican
R. Barton	-	1	45	3000	15600		Stockmaster
Thomas Caverhill	Native	5	11	3000	9000	£76	Stockmaster
John Cameron	Native	1	112	600	6000	£34	Stockmaster
Donald Cameron	Native		20				Stockmaster
Donald Cameron Jnr	Native		40	400		£16	Stockmaster
John Cameron	Company		29	530			Stockmaster
Allan Cameron	Company		60	12			Stockmaster
W. H. Donald	Native	2	300		3400	£45	Stockmaster
John Durie	Native		1				Sawyer
John Drummond	Native	2	100	150	5000	£12	Stockmaster
Leonard Dark	Native				8		Carpenter
George Day	Company		14				Farmer

Name	Land	Horses	Cattle	Sheep	Acres	Rent	Designation
Thomas Guthrie	Native	1	162	985	5000	£33	Stockmaster
Archibald Gillies	Native	6	200	6	4000	£18	Stockmaster
Andrew Greening	Native				1	£3	Carpenter
Joseph Kelly	Native	1	80		5000	£12	Stockmaster
Hugh Morrison	Native	1	209		7000	£22	Stockmaster
Angus McMasters	Native	5	120	148	4000	£22	Stockmaster
O'Loughlin	Company	2	50	40			Stockmaster
Northwood & Tiffin	Native	8	29	4200	8000	£48	Stockmaster
C. J. Pharazyn	Native		20	1213	3000	£12	Stockmaster
Robert Russell	Native	3	2	1200	2000	£12	Stockmaster
Thomas Russell	Native		100	1000	3000	£24	Stockmaster
Daniel Riddiford	Native			1200		£34	Stockmaster
Emma Jackson	Company		38				Stockmaster
William Mein Smith	Native	12	170	2800	12000	£48	Stockmaster
John Sutherland	Company	4	40				Stockmaster
John Tully	Native	1	200	330	6000	£24	Stockmaster
John Wilson	Native			380	4000	£38	Stockmaster

Folio 469 James Kelham, Wellington 23 Sep 1848

Sir, It is with feelings of the deepest sorrow that I undertake the melancholy duty of communicating to the Court of Directors the afflicting intelligence of the decease of Colonel Wakefield late Principal Agent. So far back as the 17th of January last he was attacked in the Office with slight symptoms of apoplexy, but his trip with Governor Grey to the Southern Island had the effect of restoring him to his friends apparently perfectly recovered. On the 21st of last month he had a rather more serious recurrence of the attack, but from which he was gradually recovering, when unfortunately on Friday the 15th instant, immediately after having taken a warm bath about 5 p.m. a third and fatal attack prostrated him entirely, he never recovered the use of his speech afterwards, and notwithstanding the able and indefatigable exertions of his medical attendants expired at a quarter to nine on the morning of the 19th after four days of most acute illness. It is not in my power to convey, in words suitable to the occasion any expression of that deep and universal sorrow which this event has caused to the whole community both European and Native. His funeral took place yesterday and was attended by His Excellency the Governor in Chief, by the Lieutenant Governor, his Companions in arms in the Peninsula, all the Naval and Military Officers and civilians present in the Settlement and nearly every settler of every class and opinion took a part in the mournful ceremony; the natives also from the adjoining districts to the number of 600, crowded to the scene to testify their grief for the loss of the great Chief "Wideawake" by which patronyme he will live for ever in the affectionate remembrance of the present generation of Aborigines. If I fail in expressing adequately the public grief, much less can I hope to portray that of his private friends, of myself, and of all those who had the honor and pleasure of acting with him in his capacity of the Company's Chief Representative here, time alone can modify our affliction and reconcile us to the loss we have all sustained. On the morning of his decease I despatched a communication to Mr Fox requesting his immediate presence to counsel such arrangements for the management of the Company's affairs, as this even will render necessary Mr Bell, who is fortunately, at this crisis, on the spot, will render his able assistance.

Folio 473 William Fox, Acting Principal Agent, Wellington 02 Oct 1848

Sir, Mr Bell and Mr Kelham have already informed you of the sudden and melancholy death of Colonel Wakefield, but as their letters may possibly not reach you sooner than this it is my painful duty also to communicate the fact. He had an attack of illness immediately after the sailing of the *Calliope*, attended by some alarming symptoms, but from which he recovered in a few days and in the course of the succeeding three weeks regained apparently his usual health, when the disease, which proved to be apoplexy, returning in a more serious and fatal form terminated in his death after four days, during which, though sensible to the last, he was unable to express himself either by speech or writing. He died on the 19th of September in the arms of his relative Mr Dillon Bell, his brother Mr Daniell Wakefield being himself too ill in consequence of the shock he had received from his sudden illness, to attend him in his last moments. A feeling of deep regret for his loss has been manifested by all classes. His funeral was attended by the Governor in Chief, the Lieutenant Governor and above a thousand other persons, including many natives of whom E. Puni his firm, and faithful friend from the time of his arrival in the country, was one of the Pall-bearers. A public subscription towards the erection of a monument to his memory has been sent on foot, though a nobler monument, the Colony itself, of which he was the founder, will be his in history. His last act was the conclusion of the arrangement between the Company and the Resident purchasers of this Settlement; he was not permitted to live to witness its results which there is good reason to believe will secure to the Southern Settlements of New Zealand, and the Company's interests in them, that prosperity which had been the aim of his nine years labour, to the anxieties arising from which must be attributed in great degree the shortness of the term to which his life was extended. Colonel Wakefield's conduct in the service of the New Zealand Company is too well known and too justly appreciated by the Court of Directors to require any attention. The fidelity to their interests, the courage with which he bore up against the heavy responsibilities continually pressing upon him, and the determination with which he opposed himself to every new emergency of the stormy and dangerous times during which he administered the Company's affairs can only be estimated by those who were personal witnesses of his career, and not fully estimated except by the few who with myself both possessed his private confidence and were brought by their official position into the most intimate acquaintance with the motives by which his public conduct was directed. I arrived here from Nelson a few days after the funeral, and finding that no provision had been made for the succession to the Principal Agency except the appointment in my favour which by the direction of the Court Colonel Wakefield executed in 1845, and the affairs of the Company requiring the immediate action of some one holding such powers as may without the delay of reference home secure the completion of the arrangements with the Resident Landowners assented to by the late lamented Agent, I have determined on assuming the Office, till the pleasure of the Court of Directors can be known. On the circumstances and reasons which have led to this determination I shall have the honor to address you further in a Separate despatch of this date.

Folio 479 William Fox, Acting Principal Agent, Wellington 02 Oct 1848

Sir, In reference to my despatch of this date No.1/48 vis conveying the melancholy news of Colonel Wakefield's death and informing you that I had assumed the office of Principal Agent till the pleasure of the Court could be known, I have now the honor to state the reasons which have led to my taking that step and the circumstances which placed me in a position which appeared to me to make it my duty to do so.

You have already been informed of my having resigned the Office of Resident Agent at Nelson as long ago as February last, in consequence of the Governor in Chief having offered me the Attorney Generalship of this province. I remained however at Nelson for three months longer in order to distribute the Rural Lands and to work out so much of the arrangement with the land-owners there as was then ripe for execution – the particulars of which have been reported in the regular course.

Immediately after my resignation Colonel Wakefield appointed Mr F. Dillon Bell to succeed me at Nelson, and Mr Halse as his successor at New Plymouth. Before leaving Nelson I heard of the contemplated expansion of the New Constitution, and having accepted the Attorney Generalship solely in reliance on the apparent certainty that Representative Institutions were secured to the Cooks Straits' Settlers and entertaining the strongest objection to hold an office involving many political considerations under any other form of Government, I wrote to his Excellency the Governor in Chief requesting that I might be informed of his intentions in case it should rest with him (as it appeared probable it would) to devise a form of Government for us; and stating my own views on the subject.

In reply he declined pledging himself, and I inferred from his letter (rightly as it appears from his subsequent reply to a Wellington deputation) that it was not his intention to confer on these Settlements the privilege of Self Government so long as the proposed suspension of the Constitution should continue. I therefore placed the appointment again at his Excellency's disposal, which with many expressions of personal kindness he accepted.

Mr Bell's and Mr Halse's appointments having been made as above mentioned I did not choose to disturb those arrangements by requesting Colonel Wakefield to restore me to the Nelson Agency, which I was also the less anxious to retain because the completion of the Company's obligations towards the Landowners there at any early period would have reduced the office to little more than a sinecure. I therefore made arrangements for an extended tour in the Australian Colonies, and was on the point of starting on it when I received two letters, one from Colonel Wakefield offering to replace me in the Nelson Agency, the other from Governor Grey requesting me before I quitted the Colony to perform a public service by investigating and reporting upon the Land-claims in the North, which he described as being in a very confused state necessary to be reduced to order before he could devise any plan for their adjustment. For the reasons already mentioned I declined Colonel Wakefield's offer, and accepted that of Governor Grey which related to a matter in which I felt great interest, on the proper adjustment of which depend many considerations very important to the Colony, and to which no political objections existed such as induced my resignation of the Attorney Generalship.

The Governor's reply to my letter tendering my resignation of the Attorney Generalship did not reach me for upwards of five months from the date of my writing to him in consequence of the usual tardiness and uncertainty of communication between Cook's Straits and the Seat of Government. Mr Bell knowing that I was still at Nelson and being engaged in important negotiations with the Natives at New Plymouth did not hurry over and so I continued acting as Resident Agent at Nelson till his arrival in August, when owing to an accidental circumstance he immediately quitted it again without entering on the duties of his office, which I therefore continued to fill down to the date of Colonel Wakefield's death, two days after which (in ignorance of the event) I sailed for Wellington en route for Auckland. On my arrival at the former place I learned the melancholy news and as it appears that no other appointment of a successor to the Principal Agency exists than that which was executed in my favour in 1845, and as the Company's affairs require immediate attention in order to carry out the important arrangement with the Landowners, the contemplated purchase of the Wairarapa and other matters, all of which must be done by some one who can shew a sufficient authority to act, and no one appearing to possess such unless myself I have considered it the best course as already stated to assume the vacant Agency.

It has been necessary to trouble you with these personal details to account for my being still in the Service of the Company at the date of Colonel Wakefield's death after having resigned the Nelson Agency so long before. I trust that under the circumstances the Court of Directors will consider that I have exercised a proper direction in taking into my hands the responsible Office of their Principal Agency for the interval which must lapse before they can receive and reply to any intimation of the emergency.

Colonel Wakefield's death having severed his strongest tie to New Zealand, Mr Bell was at first inclined to have returned to England which would I am afraid have rendered it very difficult for me

to have found any equally qualified to fill the Nelson Agency and to work out that portion of the arrangement with the Landowners there which remains to be fulfilled. The share which he had in promoting that arrangement, the influence which he possesses with the principal Absentee Agents in whose hands he placed the Agencies he held when he went to New Plymouth and his acquaintance with the native language affording facilities for the purchase of the Waitoi, render it probable that he will succeed better in completing what remains to be done than any other person. I am happy therefore to report that he has consented to undertake the duties of the office; but foreseeing that when the matters referred to are completed it will not afford scope of action for one of his age and energy, and having no other interest in the Settlement, he does not choose to continue in that office after such completion, and makes it a condition of his undertaking the duties of it at present, that the arrangement which Colonel Wakefield had made with him that he should be appointed Secretary to the Principal Agency, should still be carried out. The reasons which led to that arrangement have already been stated in Mr Bell's private letter to yourself, dated 24th September 1848, and as it would at most involve an increase of expenditure to the amount of one hundred pounds per annum I have agreed to the proposition, subject of course to the sanction of the Court. As Mr Bell's duties at Nelson will possibly not detain him longer than from three to six months it will be necessary to carry the arrangement into effect before I can hear in reply.

On reducing the Nelson Agency in the manner proposed to the same establishment as at New Plymouth, I intend to offer it to Mr Francis Jollie formerly clerk to the Resident Agent there and who is known to Mr Aglionby. His abilities and the respect entertained towards him in the Settlement – as well as his previous acquaintance with the Company's affairs point to him as the fittest person I could find – and as he is a Settler there he would probably be willing to accept the then not very onerous duties of the office at the reduced salary. I think he could do without a permanent clerk, or at all events with one of less ability and at a lower salary than Mr Daniell's (£150 a year) in which case I beg to recommend Mr Daniell to some other employment in the Company's service. He is an excellent accountant – a good penman – and a very respectable trustworthy man.

Folio 429 Estimate of Expenditure of the Wellington Settlement quarter ending 31 Dec 1848

Folio 496 Wellington 16 Oct 1848

Sir, Referring you to the private letter of the late Principal Agent to yourself dated the 13th ultimo which informs you generally of the arrangements which had been effected with the Resident Purchasers of Land in this Settlement in pursuance of the correspondence between Her Majesty's Secretary of State for the Colonies and the New Zealand Company by which the adjustment of all differences was left to His Excellency the Governor in Chief, I have now the honor to forward a copy of the Memorandum of Arrangement which was assented to by His Excellency, together with a very full report from Mr F. Dillon Bell who assisted the late Colonel Wakefield in his negotiations on the subject and who is consequently acquainted with all the details. Mr Bell has gone at so much length into the subject that little remains for me to add beyond my general concurrence in the arrangement which as far as the Resident Purchasers are concerned (and I hope as regards all others) may be considered as a final and satisfactory adjustment of all matters of difference between them and the Company. It will be my duty to see the details of the arrangement carried into effect, which with the cordial cooperation of Government in making the requisite purchases from the natives, and with the assistance of the Committee of Landowners who appear to have engaged in their enquiries in a strictly judicial temper I hope before long to bring to a conclusion.

It appears from the correspondence between the Court of Directors and the Noble Lord at the head of the Colonial Office to have been the intention of both that the adjustment to be affected should embrace all classes of persons who might be considered to have any claim on the Company in respect to the purchase of land. From the fact that no allusion is made to the absentee purchasers or to any other class of persons than the Resident Purchasers and holders of land-orders, in the arrangement sanctioned by the Governor in Chief, I infer that His

Excellency saw no element in their cases to entitle them to consideration. In this view of the subject I would beg respectfully to express my own concurrence. That the Company is morally responsible for the consequences of its attempting to colonise New Zealand is freely admitted by the Court of Directors, and regarded in a merely abstract point of view it will also be admitted that the principle of compensation extends not only to Resident Land purchasers but to every individual who induced by the Company's representatives has embarked personally in the chivalrous undertaking of emigrating to this country, and by reason of the failure of the expectations held out to him has met with disappointment. If every immigrant had suffered as the Land owners have done, and if it were in the power of the Company to do it, it would be desirable that every immigrant should be compensated.

And the necessity does not arise in respect of any class except the Resident Land owners. The labouring classes, agricultural and mechanical, though there was a period when the prosperity was small and their prospects bad, are now and are likely to continue in a state which to them must be one of unexampled affluence. The bulk of the agricultural labourers own cattle land and other accumulated property; if they labour for hire they receive from three to five shillings a day, and that in a country where the necessaries of life are cheap, and where having almost without an exception land in cultivation or stock of their own, need seldom go to market for anything except clothing and imported articles such as tea and sugar. These men in most agricultural counties of England would have been receiving 9 or 10 shillings a week wages, working from daylight to dark, and out of that had earned pittance have had to pay rents and other out-goings. Nor would they have possessed any means of livelihood collateral to their own labour. Mechanics get from 6 to 8 shillings a day and work only from 8 to 5. In England they would have received from 3 to 5 shillings and worked from 6 to 6, besides having probably heavy rents to pay, and living too many of them in the midst of that accumulation of disease and misery which sanitary enquiries have of late years proved to exist in all the large towns of Great Britain. I do not believe that there is a labourer or mechanic in this Settlement who, taking his personal condition and future prospects, is not many fold better off than the bulk of his class at home. If there are any otherwise it is to the public house keeper and not to the Company that they should look for compensation; but to their credit it must be stated that there are very few who could put in such a claim.

Then as regards the mercantile and commercial part of the community their prosperity seems great also, while shopkeepers of every class are making fortunes hand over head. The prosperity of these classes is evidenced by an almost entire absence of litigation; which usually arises, particularly in commercial communities, not from any love for Courts of Law, but from the inability on the one hand to meet engagements and on the other to give time, from the anxiety to get in money on the one side and the desire of staving off the day of payment on the other, which are guaranteed by straitened circumstances and a "tight" money market. But that description of law business which indicates prosperity, conveyancing and everything connected with the transfer of property, is at present as I am informed by a practicing Solicitor, very abundant, and costs are paid in cash as soon as the business is done.

Though the principle of compensation therefore may apply to all actual emigrants who were induced to emigrate by representations which have not been fulfilled none of the class above referred to can shew any existing circumstances to entitle them to it. They have lost nothing by coming out to New Zealand, but are all better off and likely to continue so than if they had stayed at home.

With the Resident Land-owner however it is otherwise. His investment in land of a large (often an injudiciously large) part of his capital has effectually bound him to the Colony. He must stand by it through all its fortunes good and evil. It is this which has crippled his ability to invest in other ways. It is this which has caused him to hang on in inactivity waiting the period when he should be put in possession of his land and be able to go to work with the remnant of his means fast melting (often altogether melted) away in the cost of maintaining himself and family. This period has kept ever retreating – hope deferred has had its usual effect – and now when the tide of revived prosperity is lifting every other emigrant forward, he alone stranded by too many

calamities, is unable to rally and avail himself of it, or he does so with diminished resources and subdued spirit. His connexion with the Company has been through his Land-order – to that land-order (and with no little truth) he traces his downfall; he is willing to receive an increased quantity of land in possession as a compensation for lost capital time and expectations, and as the Company is desirous with sincerity to restore his shattered fortunes, no apology or argument is necessary to justify the liberality of the arrangement entered into by the late Principal Agent and sanctioned by His Excellency the Governor in Chief to whose enlightened judgment the Home Government and the Court of Directors agreed to leave the adjustment of the matter.

But this reasoning does not extend to the absentee purchaser nor is his case to be disposed of in the same category as that of the resident, merely because both are purchasers of land. That absentees are entitled to receive from the Company the land they purchased there cannot be a doubt, and I agree with Mr Bell in thinking that it would be judicious and liberal to allow them the privilege of reselecting if not already satisfied with the land which has fallen to their lot. But if from the fact of compensation having been liberally awarded to the Resident land purchasers they also conceive themselves to be entitled to it, I would beg to submit the following reasons why they should not persevere in any such claim.

In the first place it is of paramount importance with reference to the prospect of the land which the absentees already hold acquiring future value, that the Company should be able to continue colonising operations in this Settlement, which when the purchases by Government now in progress are completed and Crown Grants of the lands involved in them are issued it will be in a position to do. But if the Company should be required to compensate absentees as they compensate resident Landowners the Land from the sale of which alone their Colonising operations here can result will all be appropriated, no more labour can be sent out, and the lands of the absentees as well as of the residents remain for years barren and unproductive. Point further, on what scale with reference to the amount awarded to residents could compensation be offered to absentees worth their notice? If the Resident land owner who has invested his all – his life, his family, his property, his past, his present and his future in the undertaking, considers himself compensated by 150 acres in addition to the 100 he bought, it would be but a small amount of acres which would go to compensate the absentee who has risked and lost none of these things, who merely bought a New Zealand land-order as he might have bought Railway Scrip, as a pure matter of Speculation and to the success of which he has contributed no personal effort. Nay so far from his having so contributed it is considered by most that ownership of land by the absentees has greatly impeded the progress of the Colony. The terms on which they long instructed their Agents (and on which some still instruct them) to offer their land for lease or sale – terms which prove that they regarded the investment not as one of ordinary trade but of deferred and extreme speculation – have in a great majority of instances prevented their being brought into cultivation, and have induced on a smaller scale the very evils pointed out by Lord Durham as arising from absenteeism in Prince Edward's Island, and other parts of British America. The great bulk of the island is still possessed by absentees, who hold it as a sort of revisionary interest which require no personal attention, but which may become valuable some day or other by the growing wants of the inhabitants. But in the meantime the inhabitants are subject to the greatest inconvenience – nay the most serious injury from the state of the property in land. The absentee proprietors neither improve the land, nor will let others improve it. They retain it and keep it in a state of wilderness. Deserts are thus interposed between the industrious Settlers; the natural difficulties of communication are greatly enhanced; the inhabitants are not merely scattered over a wide space of country, but are separated from each other by impassable wastes. The cultivator is cut off or removed from markets in which to dispose of his surplus produce and procure other commodities, and the greatest obstacles exist to cooperation in labour, to exchange, to the division of employments, to combine for municipal and other public purposes, to the growth of Towns, to education, to the spread of news, to the acquisition of common knowledge, and even to the civilising influence of mere intercourse for amusement.

If this description had been written in Wellington today it could not have been more true on a small scale than it was in Canada on a large one in 1838. The absentees contribute literally nothing to the advancement of the Colony – they pay no rates or taxes – they are a barrier to

improvement by others – and they lie by hoping for the time when by the investment of the Capital of the residents their land may acquire value. Three days ago I was requested to subscribe towards the completion and repair of the road to Karori, a district about three miles from Wellington, the residents in which, with one exception, are I believe entirely cultivators of small allotments. The Subscription list nevertheless was headed with £5 followed by several more of £1 each. I was told that the Agents of all the absentee owners in the district had been applied to for subscriptions (and had all refused to give). The bearer of the list assured me that he had lost nearly £40 worth of hay last season for want of a road to get it to Wellington by, besides a large quantity of garden produce. The same day a Settler in that district broke an appointment with me because the road was so bad that he could not get into the Town. This road will be mended by the residents aided by the local Government. The absentee lands will derive immense advantage from it and the absentees themselves will not contribute a farthing towards it.

Governor FitzRoy's black map which must be in the recollection of the Directors, and which he produced to a Wellington deputation when he proposed absolutely to confiscate the lands of the absentees and to place them at the disposal of the residents (though I would not attempt to justify the disregard of justice and display of arbitrary temper which dictated such a plan) is corroborative of the opinion that in this Settlement the evils of absenteeism have not been unfelt. These evils would be increased by adding to the quantity of land held by absentees, and the improvement of what they already hold would be retarded by it.

Can the absentees then ask for compensation for having in some degree suffered from the distressed state of the Colony, when the very fact of their being concerned in it has in no inconsiderable degree led to that distress; distress too, which has fallen so much more severely on others who have laboured hard and still labour in person to create a prosperity in which the absentees will share without an effort of their own? Can they be dissatisfied when they learn that in the arrangement for adjusting all differences between the Company and its Settlers the interests of the absentees find no place other than as they are involved in the general prosperity likely to arise from such a measure. To such general prosperity (not to their own exertions) they must have looked originally for the chance of their investment acquiring value; and they may rest assured that nothing is so likely to secure it as their acquiescence in the present arrangement.

These remarks have reference solely to the aspect which the absentees present in regard to the questions of land and compensation. The Colonists are fully sensible (and I entirely participate in the feeling) how much the Colony is indebted to the absentees for the interest they have taken in it and to the advocacy with which many distinguished members of the body have supported it at home on points essential to its existence.

Folio 508 Alfred Domett, Colonial Secretary's Office, Wellington 04 Sep 1848

Sir, His Excellency the Governor in Chief having had under his consideration the correspondence which passed between the Colonial Department and the New Zealand Company, between the 17th December 1847 and the 29th February 1848 inclusive; and having considered the various subjects raised in that correspondence, understands it to be the sincere desire of the New Zealand Company to exist in cordial harmony with all its settlers: and to recognise all claims against them on the part of their Land purchasers (even those resting on moral obligations) in a spirit of justice and liberality. For these purposes they prepare to leave certain cases to the decision of the Governor of New Zealand: stipulating, however, that the entire arrangement should be effected by him without the intervention of any person whatever.

The various demands upon the time and attention of the Governor, and his unacquaintance with many subjects, a knowledge of which would be indispensable to the proper performance of the duties it is proposed to devolve upon him, preclude him from undertaking these duties in person.

His Excellency however, feels so strongly the advantages which would result to the Government, the Colony, the New Zealand Company, and its settlers, from an adjustment of the various questions now open, that he is prepared without delay to appoint persons to carry into effect the proposed arrangements, in so far as they relate to the following extract from the New Zealand Company's letter to Lord Grey of the 17th December 1847.

The questions involved may be considered as consisting of two classes. Firstly, those between the Company and the purchasers of its land; Secondly, those between the Company and Her Majesty's Government.

First, with regard to the Company and the Purchasers of land, each of such persons, or his legal representative, is entitled to obtain:

- [1] Beneficial occupation of the full quantity of land that he purchased
- [2] The particular piece of land; if practicable which was originally allotted to his purchase
- [3] If such appropriation be not practicable, then a just equivalent land elsewhere
- [4] An instrument conveying to him absolutely a fee simple, or in other words, actual possession of his land, with a loyal title to it.

To meet the cases comprised in the foregoing definitions, the Governor would be prepared to appoint some person to assess immediately the value of those portions of land originally allotted to Purchasers, of which they have not yet been put in possession with a view to their obtaining a fair equivalent in land elsewhere; the Company having stipulated that the award in each case shall be in land, and not in money.

Generally, also, His Excellency is prepared to afford all the facilities that can be properly given for the adjustment of claims under the foregoing heads. The Governor has, however, been led to understand, that other claims upon the part of the Land purchasers exist against the Company in addition to those named; and that the final and satisfactory disposal of these would conduce greatly to the advantage both of the New Zealand Company and its settlers.

Until His Excellency is aware of the nature and extent of such claims, it would be impossible for him, on the part of the Government, to undertake to interfere in any way with their adjustment. But as the whole tone of the correspondence between the Government and the Company is such as to convince him that the Company is sincerely desirous that these questions should be satisfactorily and speedily settled, His Excellency would be glad to see the claimants and yourself, either separately or together, for the purpose of ascertaining the practicability of an agreement between the Company and its Claimants, with respect to the basis of any arrangement of such a nature as will enable the Government to assist in carrying it satisfactorily into effect.

It is also obvious, in reference to claims of the first class alluded to, that the Government, possessing no powers which would justify its absolute and imperative interference, can only give its assistance in those cases which the parties interested mutually consent to leave to its decision.

W. Wakefield, Principal Agent, Wellington 04 Sep 1848

Sir, I have the honor to acknowledge the receipt of your letter of this day's date, in which you acquaint me with the course that His Excellency the Governor in Chief intends to adopt in reference to the questions existing between the New Zealand Company and its Land Purchasers, which the Company proposed to refer to His Excellency's arbitrement. I beg that you will express to His Excellency my perfect satisfaction with that course, and my sincere desire to aid, as far as lies in my power, in carrying it out. I have, at the same time, to offer my best acknowledgements to His Excellency for having consented to assist in bringing the matters in question to an early and satisfactory conclusion.

Folio 512 F. D. Bell, Wellington 24 Sep 1848

Sir, I beg leave to enclose for Your Excellency's information the copy of a Memorandum of arrangement which was proposed to have been executed between the New Zealand Company and the purchasers of land from it resident in this Settlement, had not the illness and lamented decease of Colonel Wakefield prevented his signature being attached to it.

In compliance with your Excellency's wish I have annexed a Certificate to the effect that the Memorandum is in accordance with the terms and spirit of the arrangement which was finally settled between the late Principal Agent and the Deputation of Landowners in my presence, and which was submitted to your Excellency by Colonel Wakefield and the Deputation on the 12th instant.

I take this opportunity of representing to your Excellency that as the land to be appropriated under this arrangement will be granted gratuitously by the Company it appears right that the Company should be relieved from any obligation to contribute funds in respect of it for emigration or other purposes. In a similar case, where a quantity of land was awarded by Arbitration to one of the Company's purchasers in satisfaction of his claim, Earl Grey agreed that it should not be called upon to provide the proportion of 10s per acre for Emigration which it has long ago engaged itself to Her Majesty's Government to expend in respect of all the land it should dispose of.

Folio 514 F. D. Bell, Wellington, 23 Sep 1848

I hereby certify that the Memorandum of Arrangement of which a copy is hereto annexed (being the one proposed to be executed between the New Zealand Company and the holders of the Company's Land orders resident in the First and Principal Settlement) is entirely in accordance with the terms and spirit of the arrangement settled between the late Colonel William Wakefield and the Deputation of Resident Land owners in my presence on the 11th September 1848 and communicated to His Excellency the Governor in Chief by Colonel Wakefield and the Deputation on the 12th of September.

Folio 515 Memorandum of an Agreement entered into 16 Sep 1848 between the New Zealand Company and the Resident Purchasers and holders of Land Orders from and under it.

[1] It being understood that it is the sincere desire of the Company to exist in cordial harmony with its Settlers and to recognise all claims against it on the part of the Resident Land Purchasers in a spirit of Justice and liberality. And the Residual Land Purchasers being as sincerely desirous that all differences between them and the Company should be adjusted and mutual confidence and good feeling restored convinced that the prosperity of the Colony will be better advanced by the Cooperation and harmony of all parties interested therein. It is agreed subject to the sanction of the Governor in Chief as follows:-

[2] That all Resident holders of Land orders shall be at liberty to throw up or abandon such sections as have heretofore been chosen in respect of such Land order and reselect other land in lieu thereof out of the districts hereinafter mentioned.

[3] That the value of each Land order including any in respect of which land shall not have been already selected And also any in respect of which sections already chosen may be abandoned And also any the sections chosen in respect whereof have been or may be reserved by the Crown is to be* Such Land orders shall be considered special cases and assessed separately. The object of this arrangement being to act upon one General principle without regard to the various degrees of Interest existing among the holders of Land orders. It is understood and declared that the foregoing clause and assessment shall include every case or claim (save as before excepted) And preclude any individual holder of a Land order whose land in any other

district than Porirua and Wellington has been or may be reserved by the Crown from bringing forward a claim to have his land or Interest made a Special case or separately assessed.

* is to be considered as assessed at the value or equivalent of one hundred acres excepting however the Land orders in respect whereof sections have been chosen in either of the districts of Porirua or Wellington and which sections or some part of which may have been or may be reserved by the Crown

[4] That for the purpose enabling the Resident holders of Land orders to select other land for that abandoned and for compensation in addition thereto the Company will at its own expense provide and survey such Districts situate anywhere from Wellington along the Coast as far as the Mowhanau River (and more especially the Manawatu and Rangitikei) as can be acquired from the Natives within a reasonable time and should the Company not be able to acquire sufficient quantity of land for the aforesaid purposes within the above mentioned limits then it will at the like expense and without delay provide and survey such a block of land in such other district or districts as will be acceptable to the majority of the holders of Land orders. The Wairarapa and Ruamahanga and Hawkes Bay districts Otakou and a tract of land around Port Cooper being excepted in consideration of the attempt now making by the Company in England to found other considerable Settlements, the formation of which will be of Public importance and benefit. It is understood that Nelson and Taranaki are also excepted.

[5] That the arrangement now entered into shall extend to holders of Land orders who were actual residents in the Colony but have left intending to return. Whenever such Land order holders shall return – If however in the meanwhile they may consider that they have a claim as previous Residents – They are not to be precluded from bringing the same before the Company in England.

[6] That all such holders of Land orders as shall be declared entitled to compensation as provided in the next clause shall be entitled to select out of all the districts of the first and Principal Settlement of the Company and such other districts as may be provided for the purpose under this arrangement one hundred and fifty acres (additional and as compensation) in respect of each Land order held by them respectively and shall receive from the Company as soon as possible after the signing hereof Land Scrip or Orders declaring their Authority to make such selection.

[7] That the Resident holders of Land orders shall decide among themselves either at a General Meeting or in a Committee to be appointed at a General Meeting (the decision of a Majority in each case being binding) what parties shall be entitled to compensation with reference to First: Original Purchasers who still hold their Land Orders; Second: Purchasers who bought unexecuted Land orders or in other words became owners previous to selection; Third: Purchasers of land at the Marked value subsequent to selection either here or in England; Fourth: Purchasers who have had beneficial possession or occupation of any land; Fifth: Purchasers who have already made beneficial exchanges; Sixth: Original or derivative Purchasers who have only recently sold their Land orders or sections.

[8] That all selections whether for land abandoned or land in compensation shall be made in every district to be provided and surveyed for that purpose within six months after the Survey of the district shall be completed. And in the present districts of the Company available for the purposes of this arrangement within six months after the parties entitled thereto shall by public notice or advertisement in the Wellington Newspapers be required to make their selection therein.

[9] It is understood that inasmuch as the Company enter into this arrangement with a view to an amicable adjustment of all differences and a restoration of a mutual cordial understanding between it and the Resident Land Purchasers nothing herein is to be construed as an acknowledgment or obligatory on its part to treat separately with any individual holder of a Land order or Land orders who shall not concur in this arrangement.

Lastly that in case any question doubt or difference shall arise upon any point or matter or thing in this arrangement or the construction of any clause herein or of the spirit or true intent and meaning of this arrangement, such question doubt or difference if it shall relate to any point matter or Interest concerning the holder of Land orders themselves or upon which by this arrangement they are to decide shall be determined by a Committee of reference to be appointed by the holder of Land orders solely. If to any point or matter or Interest concerning the holders of Land orders and the Company then by Isaac Earl Featherston on the part of the holders of Land orders and of _ or the part of the Company and such third person as the Governor in Chief may appoint the decision of any two of them to be conclusive and final. As witness the hands of the said parties.

Folio 544 William Fox, Acting Principal Agent, Wellington 16 Oct 1848

... On Friday last I availed myself of his Excellency's invitation to accompany him on an inspection of the road now in course of formation from this place to Wairarapa. We started from Wellington at ½ past 7 a.m. and after stopping for an hour at the Moungaro to bait our horses at the station of one of the road parties, crossed the Rimutaka range of mountains and took up our quarters for the night at ½ 7 p.m. at the hut of a Squatter in the Wairarapa plain where we were hospitably entertained. Next morning at ½ past 6 a.m. in a heavy rain (which lasted all day) we started on our journey home, which we reached at the same hour of the evening. The distance each way was forty miles. I found the road for about 14 or 16 miles from Wellington nearly as good as could be made, particularly that part of it which is in the lower Hutt Valley, than which there is not a finer piece of road in England, and similar to which the whole of the level portion, that is nearly two thirds of it, will be when finished. From hence to the Moungaroa (25 miles from Wellington) the road is partly formed but not metalled, partly only cleared of timber, but of the requisite width and ready for forming and metalling. From the Moungaroa to the foot of the Rimutako is a distance of five miles, on a considerable portion of which the timber has been felled but not yet burned or cleared off. From hence over the mountains, about six miles, there is only a bridle track and a native path the latter so precipitous that a horse without a rider can with difficulty descend it. This however is not the line intended for the road. From this about four miles more, nearly level (or a part of which the timber has been felled but not yet cleared) leads into the open plain four miles above the lake.

Mr Fitzgerald, the Government Engineer, informed me that the average gradient of this road across the mountain would be only 1 in 28, and the steepest portions 1 in 20, which is only for short distances. It would be rash to hazard an opinion as to the probable period of its completion. It is understood that the Governor in Chief intends to bring all his available force to bear upon it and will push it to the utmost. It is a question of expenditure – it is possible that it may be open for bullock carts in six months, but it cannot be a metalled road throughout in that time. To make it such from end to end will scarcely be the work of less than from one to two years. The whole of the coming summer is before us and I do not doubt that much will be done in that time, but how much must depend upon the means at the Governor's disposal.

The ride was one of particular interest to me. In May 1843 accompanied by Messrs Clifford, Vavasour, and Whitehead I explored the Wairarapa, and it then took us five days hard work to force our way through the forest the same distance as on this occasion I rode on horse back in 12 hours. On the first visit the only tenants of the valley which we met were a few natives and herds of wild pigs. On this, we were hospitably entertained by an English woman, enjoyed in the occupations of the dairy, and saw a fine herd of cattle at the door of her husband's hut. Of these there are I believe nearly 2000, and of sheep from 20 to 30 thousand now in the valley. Such is the rapidity with which, notwithstanding all obstacles, this part of the Colony has progressed, but which is nothing to what may be expected when an organised settlement is planted in the Wairarapa, instead of a few squatters who have struggled away from this place.

Folio 561 William Fox, Acting Principal Agent, Wellington 19 Oct 1848

Sir, As it is very likely that exaggerated reports of the convulsion of nature which has disturbed and alarmed this Settlement for some days past may reach home, I consider it my duty to make it the subject of an official communication. I have already posted a private letter to you giving you an account of the repeated shocks of earthquake which had occurred to that date, and I now enclose the accounts published in the two newspapers down to the same time, which I think are very fair accounts, neither exaggerating nor undervaluing the magnitude of the calamity.

When my private letter was written and the newspapers were published a change of wind and a temporary suspension of the shocks induced us to believe that the visitation was at an end. I regret however to state that shortly after noon the wind went round again to the South East, and increased to a heavy gale, which blew with much violence till a few minutes after five a.m. this morning when a shock certainly more protracted, and as many think more violent also, occurred, completing in great degree the devastation which the shocks of the previous days had commenced from that time to the moment of my writing (8 p.m.) there have been several shocks of less severity and frequent rumblings and tremors of the earth; a slight shock at this moment has compelled me to pause in writing. The barometer is however now rising, and the appearance of the sky is more favourable than it has been during the day leading us to hope that the night may pass without fresh cause of alarm. I shall keep this despatch open till the latest moment for post, and sincerely trust that I shall be able to report favourably before it goes.

The amount of damage to this date is limited to the destruction, either partial or entire, of nearly every brick building in the place, including all the chimneys. Much of the property in the stores is of course destroyed with them. Fortunately very few dwelling houses had been built of brick owing to the cheapness of timber. The destruction of the brick stores and warehouses may be attributed in a considerable degree to the badness of the bricks and mortar used in constructing them as well as to the fact that most of them were large buildings ill tied by internal bonds, floors or other means of connecting the walls. I doubt however whether under any circumstances brick will be regarded as a safe material for the future.

To those who have not been accustomed to earthquakes the events of the last four days have been sufficiently alarming; whether there is much real cause for alarm or not may perhaps be judged from the fact that no lives except those of the two children of Sergeant Lovell have been lost. No injury has occurred to any person short of the loss of life except Sergeant Lovell's having his thigh broken, from which I am glad to hear that he is likely to recover. [dead]

That the natives also have no tradition or reminiscence of any earthquake so violent as this, appears to be ascertained, and confirms us in hoping that we have already experienced the worst which in the course of nature is likely to occur in this country. Nor has any wooden building been at all injured, proving that if no shocks of greater violence should occur human life and limb will not be in danger.

In my private note I intimated a hope that the earthquake would be found not to have extended across the Straits to Nelson. I am afraid however that this hope will prove fallacious, a small vessel having arrived from Cloudy Bay which reports the shock there to have been severe, and another which experienced it off Cape Farewell in the open sea (as did also the *Clara* off East Cape on her voyage from Auckland.) It is not impossible however that Nelson from its peculiar location at the bottom of so deep a Bay may have escaped at least so severe a commotion as we have experienced here.

A lurid reflected light has been observed on two nights in the sky (from two or three points of observation forty or fifty miles apart,) which would lead to the supposition that either Mount Tongariro or some other in that direction (perhaps Mount Edgecombe, in the Bay of Plenty, as it appears rather Eastward of Tongariro) is in a state of eruption. This however is very doubtful as

either of those mountains must be a hundred and fifty miles from the points from which the light has been observed, with a very elevated horizon between.

I regret to say that among the brick buildings demolished by the severe shock this morning were the Company's Offices, the walls of which were altogether thrown down though the roof continued to hang by a few frail supports. I succeeded in getting out, I believe all, the papers books and plans of any consequence, including all the latest despatches from the Court, but you must excuse me if under the circumstances any irregularities should occur for a while in any correspondence, as it was not worth the risk it involved to get out any but documents of consequence and all the equipments of the Offices were necessarily left behind. Much will probably be got out either after the ruin shall have fallen or when it can be shored up so as to enable us to enter it without danger.

Friday morning – I am glad to report that the night has passed over without any further shock of consequence. There was one rather smart one at midnight but much less violent than those which have done so much mischief. Since then there have been several tremors and slight shocks but not worse than, and very similar to, what is felt in a London house when a heavy carriage drives rapidly past. The Barometer has risen 1½ tenths during the night and now stands at 29 in 6½ tenths. The Clouds also which yesterday were heavy and constant are broken and the sun is shining brightly, though the wind still continues from the S.E. our stormy quarter.

Saturday morning 11 a.m. The improvement of yesterday morning continued during the day. The shocks became mere slight tremors, which have since subsided into trifling noises, and for the last three or four _ have ceased altogether. The weather seems more settled, the barometer has continued to rise and now stands at 29 in 9 tenths. I think it is entirely over.

I am glad to have to report the arrival of the *Blundell* yesterday from Otago, which she left on the Wednesday morning at about time we had... several shocks. Nothing of the sort had occurred there, which confirms my hope that favourable accounts will be received also from Nelson. By the kindness of Colonels McCleverty and Gold I have got 20 men of the 65th Regiment employed in shoring up the Company's offices and have already got out a good deal of the valuable property stored in them. The whole will be got out in a few hours.

[This would have been done yesterday but for a proclamation issued by the Lieut. Governor, no doubt with the most... notions but not with the most happy effect, directing a solemn fast and day of humiliation. The consequence was that at the moment when every one ought to have been exerting his energies to the utmost in preserving the injured property of the Settlement, nobody could be persuaded to work at all, and much of it would have been sacrificed had another shock ensued.]

As the *Subraon* has got her blue Peter up I shall close this and sent it to post, though I shall probably be able to write further before she sails.

Folio 571 Proposals made by the Deputation of Landowners to the Principal Agent of the New Zealand Company as the basis of a General Arrangement

[1] The value of each Land order owned by the claimants to be considered as assessed at...; excepting any sections reserved by the Crown at Porirua or Wellington, which may be separately reserved.

[2] The Block to be appropriated for reselecting such sections as may be given up, and also for providing the additional compensation, to be anywhere from Wellington up the Coast to the Mowhanau River, including any unselected survey lands – provided that the same can be acquired within a reasonable time. If it cannot be obtained within those Districts then such a Block as would be acceptable to the majority of the claimants.

[3] The Selections to be made within six months after the survey is completed, either in the first named districts or in the latter Block

[4] The Wairarapa and Hawkes Bay, Otakou and a tract round Port Cooper, to be excepted in consideration of the attempt now making in England to found other considerable settlements, the formation of which are of public importance and benefit.

[5] The object of the present arrangement being that it should be carried out on one general principle without regard to the various degrees of interest existing among the claimants, it is to be understood as including every case excepting those mentioned in the 1st article. Therefore no individual Landowner, whose land may have been or may be reserved by the Crown at Manawatu, Wanganui, or any other District except Porirua and Wellington, is to bring forward a special case as a claim against the Company after the present arrangement is concluded. For which purpose a Document to be signed by all the Landowners, declaring their united and individual acceptance of the general arrangement.

[6] The arrangement to include the purchasers actually resident. Purchasers who were resident but have left the Colony, to be however entitled to come in to the arrangement whenever they shall again become residents. If in the meanwhile they consider themselves to have a claim as previous Residents, they can bring the same before the Company in England.

[7] The Company to provide and survey the Block to be appropriated for compensation, as its part in the arrangement. The Landowners themselves to decide the principle on which the land shall be subdivided amongst them, with reference to the claims of: First: Original purchasers who still hold their landorders; Second: Purchasers who bought unexecuted landorders, or in other words became owners previous to the selections. Third: Purchasers of land at the market value subsequent to the selections, either here or in England; Fourth: Purchasers who have had beneficial occupation of their land, or derived benefit from its occupation by others; Fifth: Purchasers who may already have made beneficial exchanges of their land.

[8] When the Landowners shall have determined, under the preceding clause what Landorders are entitled to the intended compensation, the Company to appropriate one hundred and fifty acres as compensation for each such landorder: provided of course that the Governor in Chief shall sanction the whole arrangement.

Folio 577 William Fox, Acting Principal Agent, Wellington 02 Nov 1848

Sir, I regret to have to inform you of the loss of the barque *Subraon* which occurred on the 26th ultimate as she was attempting to beat through Chaffer's passage at night on her outward voyage to Sydney. The general opinion is that it was owing solely to the rashness of the Pilot in unnecessarily attempting that passage in the dark, with a foul wind and a ship underhanded. An enquiry into the circumstances is being conducted by some of the Merchants in conjunction with Officers from H. M. S. *Fly*. The wreck was sold on Tuesday for £515. No lives were lost, and the greater part of the cargo (Oil) I believe will be saved.

Folio 583 Land Purchasers to William Wakefield, Wellington 16 Sep 1848

Sir, The arrangements for amicably adjusting the questions, which has been for some time pending between the New Zealand Company and its Land Purchasers resident in the first and Principal Settlement being now happily concluded, we deem it right to express our entire and unanimous satisfaction with them. Cordially reciprocating as we do the wish of the Company to exist in harmony with all its Settlers and recognising in this final arrangement, the fulfilment of its pledge to deal with its purchasers in a spirit of justice and liberality, we beg to assure you of the sincere pleasure with which we shall see all past differences forgotten, and renew on our part those feelings of mutual confidence and good will that formerly united us with the Company. Looking as we also do with anxious hope to the large efforts it is now engaged in, for founding other Settlements around us, we the first Pioneers of British Colonization in New Zealand desire

you to convey to the Directors, the promise of our hearty support and cooperation in carrying out the work which we commenced under their auspices. We would further beg you personally to accept our united thanks for the amicable spirit in which you entered upon the recent negotiations – for the candid and straightforward manner in which you acted throughout them, and for the earnest desire you manifested to bring them to their present satisfactory conclusion.

Signed: Ridgways, Hickson & Co., Thomas Northwood, I. E. Featherston, Richard Baker, William Dorset, Charles Sharp, William Fitzherbert, Francis Bradey, A. Hornbrook, George Hunter, Robert Stokes, R. J. Deighton, Robert Park, Kenneth Bethune, Robert R. Strang, James Blyth, Nathaniel Sutherland, A. de B. Brandon, W. B. Rhodes, William Swainson F.R.S., John Dorset, John Howard Wallace, Robert Waitt, James Parker, William Deans pro William Lyon, J. H. Greenwood pro W. Lyon, Abraham Hort Jnr, William Bushell, H. W. Petre, F. Logan, R. Barton, John Cameron pro Angus Cameron, Thomas Drake, Edward Catchpool, Robert Glasgow, George Compton, Henry St. Hill, Frederick A. Weld, C. Clifford pro Weld, D. S. Durie, James Boddington, Edward Daniell, H. S. Harrison, K. Mathieson, C. Jackson, Daniel Sutherland, George Robertson, William Bannister, S. D. Parnell, William Bromley, George Ashdown, James Brodie, W. M. Smith and Sam. Revans by their Attorney N. Levin, B. Gordon, James Taine, D. McHardie, W. Donald, F. J. France, James Pethrick, T. W. Tankersley, W. Eades for Eaton, William Bromley Jnr, William Ebdon, R. R. Strang for Chard of Scotland and Mr J. Nisbett of Hokianga, George Bevan for Thomas Bevan, for J. Bishop; Estate G. Ashdown, John Wade for Country Land Association, John Wade for Land orders 32 and (Tods section), David McEwen, Robert Jenkins, John D. Greenwood and Francis Otterson pro J. Boddington, Thomas Kebbell, John Kebbell pro T. Kebbell and signed by I. E. Featherston on behalf of Peter Wilson, C. J. Pharazyn, George Rees, Samuel King, John Garner, M. Campbell, William J. Holder, Samuel Parkes, Thomas Taylor, William Watt, John McGregor, George Ross, J. Duncanson, John Colville, John Cameron

Folio 590

The undermentioned passengers were landed at Wellington from the *Blundell*
Henry Ashton – Fore Cabin; Settlers: John Stevens, Settler and Ann his wife; Alexander Rennie, Andrew Duncan and his son John.

Arthur Elmslie, Settler proceeded to Nelson and Taranaki

Folio 594 Henry Wells, Surgeon Superintendent, N.Z.C.S. *Blundell*, Wellington 20 Oct 1848

Sir, I have the honor to inform you that the N.Z.C.S. *Blundell*, Captain Renant, arrived here this day with eight passengers on board viz. Messrs John Stevens and wife, Arthur Elmslie, Henry Ashton, Alexander Rennie, Salvatore Gicidici and Andrew Duncan. One hundred and forty four were landed at Otakou in good health, with the exception of one female who laboured under compression of the brain, but when we left she was convalescent, and I am happy to say that I have received a certificate from Captain Cargill approving of my conduct.

Folio 596 Henry Wells, Surgeon Superintendent, barque *Blundell*, Wellington 26 Oct 1848

I certify the number of persons mentioned below have been victualled on board the *Blundell* from London to Otakou, the time stated, and three days for tea, coffee and sugar prior to leaving Gravesend, as well as the number of persons from Otakou to Wellington; and that the Medical Comforts, Extras for the Chief Cabin and Hospital fittings are all expended or sent on shore at Otakou according to the intentions of the New Zealand Company, and that the passengers have been kindly treated by the Captain, Officers and crew

	Adults	Children	Surgeon	Master	Mate
From London to Otakou including 04 May and 04 Oct 1848					
Chief Cabin	4	4	1	1	1
Fore-Cabin	11	-	-	-	-
Steerage	78	45	-	-	-
From Otakou to Wellington including 05 Oct and 25 Oct 1848					
Chief Cabin	-	-	1	1	1
Fore-Cabin	1	-	-	-	-
Steerage	6	-	-	-	-

Folio 628 Table A: Showing the relative Proportions of Population and Land in Several European Countries, New Zealand and South Australia

Folio 630 Table B: A Comparison Statement between the position of Emigrants upon arrival in Wellington as returned in the Government Census taken in 1848 (unpublished) Porirua Road Districts.

Name	Arr	Trade	1848	Acres Cleared	Acres Crop	Cattle	Horses	Sheep	Goats	Pigs
William Galpin	1840	Butcher	Farmer	20	12½	12	2	1		10
W. Taylor	1840	Ag Lab	Farmer	6	2¾					
R. Nankeville	1840	Miner	Miner	15	15	6				
J. Branks	1840	Farm Svt	Farmer	7	6	3				
J. Mitchell	1840	Ag Lab	Farmer	14	4	8				2
D. Cameron	1840	Labourer	Stockkeeper			4			10	
R. Prouse	1840	Labourer	Farmer	20	20	3		6		9
J. Barrows	1840	Labourer	Farmer	15	7	5		1		
J. Pethrick	1840	Builder	Farmer	17	13	9		10		8
A. Grant	1840	Quarrier	Labourer	2		5		5	4	
R. Seed	1840	Shoemkr	Shoemaker	21	19	7			3	2
J. Lime	1840	Wright		9	4	4				
J. Hurley	1841	Carpenter	Timber Mrch	19	15	13				1
W. Membery	1841	Ag Lab		12	9½	1				5
J. Read	1841	Ag Lab	Farmer	4½	4	3			2	
W. Nott	1841	Ag Lab	Farmer	83	10½	4				2
J. Edwards	1841	Ag Lab	Labourer	4	2½	6			2	2
J. Whitehouse	1841	Ag Lab	Farmer	5	3½	4				
A. Wall	1841	Ag Lab	Farmer	8	5	4				
J. Maxted	1841	Ag Lab	Farmer	8	5¼	2				5
N. Bartlett	1841	Ag Lab	Labourer	2	2	3			1	1
R. Kibblewhite	1841	Ag Lab	Shoemaker	5	3¾		1		2	2
C. Morgan	1841	Ag Lab		4	1	4				1
J. Hallett	1841	Ag Lab	Labourer	6	3	2				1
M. Hammond	1842	Ag Lab	Labourer	20	20	16	3			2
W. Hall	1842	Wheelwrt	Wheelwright	12	3½	1			4	4
W. Saunders	1842	Gardener	Sawyer	4	4	2			3	1

Folio 632 Table B continued - Karori Road Districts – also includes descriptions of dwellings

Name	Arr	Trade	1848	Acres Cleared	Acres Crop	Cattle	Horses	Sheep	Goats	Pigs
J. Reading	1840	Carpenter	Carpenter	4½	2½	5			2	1
Wm. Hurst	1840	Gardener	Gardener	11	3½	5			2	2
Wm. Hughey	1840	Mason	Farmer	6	2½	13				2
J. Hobb	1840	Cab. Mkr	Carpenter	6	6½	3	1 Mule		1	1
Geo. Baker	1840	Carpenter	Carpenter	10	1	8				22
Geo. Collier	1840	Ag Lab	Labourer	3	1	2			1	1
J. Campbell	1840	Farm Lbr	Farmer	12	9½	8			1	4
J. Bicknell	1841	Ag Lab	Labourer	6	4	2				4
Geo. Edwards	1841	Ag Lab	Settler	6	4	11				4
Wm. Barnes	1841	Blacksmith	Farmer		8	2				3
Wm. Dew	1841	Ag Lab	Sawyer	14	12	5				2
B. Croina	1841	Ag Lab	Labourer		4				3	3
J. Murray	1841	Miner	Sawyer	3	3	6				1
C. Harris	1841	Ag Lab	Labourer	5	5	2			1	1
Edward Roe	1841	Labourer		8	7½	4			9	
J. Tomkins	1842	Bricklayer	Bricklayer		4	8				1
C. Dixon	1842	Sawyer	Sawyer	6	5	3				
J. Collier	1842	Bricklayer	Bricklayer	16	13	2	1			
T. Chamberlain	1842	Ag Lab	Labourer	6	6	9			2	1

Folio 634 Table C Shewing the Amount of Property accumulated by Labourers in Nelson Settlement – taken from a Government Return made in 1848 (unpublished) – Waimea East

Name	Acres in Crop	Cattle	Horses	Sheep	Goats	Pigs
Waimea East						
Edward Welbey	17	11			30	20
William Songer	11	19	3			10
William Small	5	4		17		1
W. Robinson	26	15	1	300	23	5
A. Pattison	16	33			20	8
S. Newport	5	5				3
A. Malcom	5½	2				
J. Gifford	10	13				27
J. Grey	3½	18	1			4
Js. Gifford	5	6				13
F. Gapper	6	5				4
S. Higgs	9	5				3
E. Humphrey	34	2				7
G. Holland	10	9				6
C. Reams	3				52	4
G. Jollyman	10	7				1
G. Kenzeth	41½	18	1	30	8	6
J. Baley	9	30	1	50	3	2
H. Brown	12	12	1	11	20	6
T. Allport	7	9			10	
C. Dwyer	6	16				10
M. Bush (German)		18	6	5	100	
C. Prest	11	9	6	40	1	
Motueka						
W. Asken	22	14				8
T. Alkyn	2½	18				9
J. Cook	6	7	2		50	12
T. Chamberlayn	1	5				6
Douglas	3	7				6
Geled	5	8				6
W. Lodder	1	9				4
A. McMahan	8¼	4				3

Name	Acres in Crop	Cattle	Horses	Sheep	Goats	Pigs
<i>Motueka continued</i>						
J. McGlashan	9	9			60	70
W. Gill	4	13			40	2
J. Gibbs	5½	25				2
T. Dodgson	5½	14				8
H. Berry	10	4			9	7
J. Ashwood	11	24			20	40
J. Hebbard	7	4				7
J. Graham	4	14			5	5
M. Tully	6	34				7
Washey, Doughty & Williams	10¾	50		3	23	
<i>Waimea South</i>						
C. Andrews	3½	1			30	4
E. Baigent		4				2
J. Breweshom?		6			10	2
H. Parnell	20	7				18
W. Andrews	4½	13			160	10
J. Hop?	6¾	5	1 mule			2
T. Swach?		4		150		2
J. Hewitt	2	20				

Folio 686 William Fox, Acting Principal Agent, Wellington 08 Dec 1848

Sir, I hoped that it would have been unnecessary for one to refer again to the late Earthquake on which I have already reported very fully. The publication however of an exceedingly highly coloured account of it in the Auckland Government Gazette of which I enclose a copy compels me very unwillingly to do so, and to assure you that the accounts which I have myself given you of the event, are quite as strong as the circumstances of the case would justify.

I am greatly afraid that so very vivid a picture as is drawn in the despatch alluded to, sanctioned by the official character of the writer and by its publication in the Government Gazette and transmission home by Sir George Grey, is calculated if uncontradicted to inflict an injury on the prospects of the Colony far more serious than the earthquake itself.

You may easily imagine the consternation which the receipt of the document alluded to caused at Auckland. Notwithstanding the spirit of rivalry (to use no stronger term) which had previously existed between that Government and this, the inhabitants of the former immediately called a public meeting, and in a few hours above £500 was subscribed to relieve the distress into which it was supposed this Settlement was plunged. Sir George Grey hurried on board of H.M.S. *Havannah* accompanied by Colonel Bolton of the Engineers and with his usual energy and promptitude proceeded here to give his assistance and advice, and hoping to restore confidence among the settlers reported to be so panic stricken and overwhelmed. It has I have every reason to believe proved a most agreeable surprize to him to find the amount of damage so very trivial, and the Settlers proceeding about their usual business with undiminished energy and unshaken confidence.

A public meeting was immediately called to discuss what was to be done with the money so liberally subscribed by the Auckland Settlers. As no such distress existed as being reported had led to its subscription (it not having been considered even necessary to raise a relief fund in this Settlement) the meeting which was one of the most numerous and respectable were held here, determined to return the money; most of the speakers putting their decision on the ground that it had been subscribed on entirely erroneous representations.

A letter has also been addressed to the Governor in Chief signed by a large number of the principal Settlers of all classes, calling his attention to the injury which this too highly coloured account of the event is likely to inflict by deterring persons in England from migrating here. If I should be able to procure a Copy I shall enclose it.

I also enclose a copy of the Government Gazette of this province containing the Report of a Board appointed to enquire into the results of the Earthquake which I think will satisfy the Court that the account in the despatch referred to is of the character I have ascribed to it. The value of property injured is stated in that report to amount to £15,000. The total value of house property in the Settlement is near £200,000. A very considerable part of the total £15,000 is as I was told by a member of the board made up of "chinmeys" the loss of which of course is trivial in each case, probably not more than £5 to a house. Of the remainder, £4500 falls on Government – the balance only (including the chimneys) £10,500 falling on the Settlers, and this rests chiefly on a few of the most respectable merchants, whose stores were injured, but who are all apparently men of good ability to meet such a loss.

I cannot sufficiently express the regret which is felt by the Settlers in general as well as by myself at the publication of the despatch in question, more particularly as I understand that the Governor in Chief forwarded it to the Colonial Office before leaving Auckland which I am certain he would never have done had he visited Wellington first. Different persons no doubt under circumstances so novel will see their importance in very different lights, and writing under feelings of excitement many will give accounts more highly coloured than the truth justifies. The results however speak for themselves. A Settlement in which only £15,000 worth of property is damaged out of £200,000 worth or thereabouts – and a large portion of that consisting merely of chimneys, cannot with any propriety be said to be "in ruins" – nor is such an event a blow from which a Settlement that has so bravely contended against the difficulties previously encountered by this is likely to be long in recovering; nor does the fact that a large barque of 500 tons sailing during the Earthquake could only find 45 souls men women and children willing to take advantage of the opportunity, prove that every one who has the ability is anxious to leave the Colony; while that many persons are ruined is met by the fact that the subscription of our fellow Settlers at Auckland has been returned, and a Committee appointed to relieve distress has not as yet I am informed met with a case to relieve.

I am extremely unwilling to express myself in a manner which implies so grave a censure on the writer of the despatch referred to; but I consider it a positive duty not to allow its contents to reach home without expressing my very decided opinion on them. I can only account for its having been written on the supposition that the writer had not personally ascertained the facts of the case, but relied too much on information conveyed to him by parties whose fears prevented their exercising an accurate judgment or carrying a true report of what they saw.

Folio 691 Wellington 05 Dec 1848

Sir, We, the undersigned inhabitants of Wellington beg to call your Excellency's attention to a subject of the most grave and pressing importance to the interest of this Settlement. We allude to the only official accounts which have yet been published relative to the recent earthquake.

Understanding that the Commissioners appointed by the Local Executive to make enquiries into the amount of damage done by these earthquakes, have already given in their Report, and knowing that your Excellency has personally made yourself fully acquainted both the losses the Settlers have sustained, and also with their feelings and opinions on the subject, we respectfully submit that the official account contained in the Despatches published in the Auckland Gazette of November 13th are so entirely unsupported by the facts that a great and manifest injustice will be committed if they are any longer permitted to go forth unchallenged and uncontradicted for your Excellency must be fully aware as we are that assertions clothed with the highest official authority "that the town of Wellington is in ruins," that "numbers of persons are ruined" that "a blow has been struck at the prosperity, almost at the very existence of the settlement from which it will not readily recover;" that "the energies of all seemed paralyzed," that "the sad ravages which have already occurred, and the terror which so frightful a visitation naturally produces in most men's minds will drive from the Colony all who can find the means of getting away" &c &c must inevitably produce results most disastrous to the welfare of these settlements, by destroying the confidence of the English public in the Colony; by causing the suspension of

emigration; by checking the formation of the new settlement at present in progress; by seriously impairing the credit of the mercantile part of the community, and by putting a stop for a time at least to all mercantile transactions between this settlement and other countries.

Believing that the only effectual means of preventing such disastrous results, will be to publish in an equally official form and on equally high authority an accurate statement both of the amount of damage this settlement has sustained, and also of its present state and condition, we would earnestly urge your Excellency not merely to forward such a statement to the Home Government, but also to publish in the Government Gazette here, some official account which will counteract the mischievous effects in the neighbouring colonies of the Despatches alluded to, and which were evidently written in the moment of excitement.

Begging your Excellency to accept our warmest thanks for the promptitude with which you have visited this settlement and recognising with grateful feelings the pleasure and satisfaction you have evinced at finding the damage so much less than by the official statements you had been led to believe.

Signed William Hickson & Co., Abraham Hort Snr JP, A. McDonald JP, Thomas Waitt, A. de B. Brandon, John Dorset, John Johnston, George Hunter, I. E. Featherstone, W. Lyon, W. M. Bannatyne, John Parnhame, W. B. Rhodes, Thomas Waters, James Taine, Kenneth Bethune, P. M. Hervey, W. J. Loxley, James Smith & Co., William Fox, Levin & Co., Johnson & Moore, R. J. Duncan, Richard Baker, K. Samuel, J. Joseph, G. H. Wallace, A. Hornbrook, James McBeth, John McBeth, Rowland Davis, W. Flyger, J. M. Taylor, S. Curtis, William Allen, George Crawford.

Folio 702 Applications for Town Sections at Wanganui

No	Name	Offer	Name	Offer	Name	Offer	Remarks
176	Cathro	£25					
177	Cathro	£25					
42	Taylor	£50	Ross	£60			
70	Richards	-	Ross	£80	Roberts	£51	Building Richards premises
76	Caines	£15	Ross	£30	Roberts	£45	Building Caines
79	Owen	£15	Roberts	£35	Russell		Building Russell
68	Rees	£25	Richards	£15	Richards Handley	£28 £15	Fenced Richards
57	Rees	£50	Ross	£110			Building Rees
69	Nathan	£15	Ross	£40			Building Nathan
18	Ross	£20					
72	Ross	£30					
73	Hair		Ross	£30			Building Hair
74	Ross	£30					
75	Young	£15	Ross	£30			
30	Garner		Ross	£40			Building Garner premises
77	Adamson	£15					
80	Owen	£15	Alexander				Building Alexander
180	Day	£12					
41	Lockett						Building Lockett
66	Paterson		Handley	£15			Building Paterson
67	Paterson		Handley	£15			Building Paterson
28	Pearson	£15					Building Pearson
39	Parker	£15					Building Parker

2 built upon claim a promise
 12 built without a promise
 9 free unoccupied land

Folio 704 W. Wakefield, Principal Agent, Wellington 04 Sep 1848

Sir, With reference to the applications which have recently been made by certain parties to purchase land at Wanganui, I have to request your attention to the following instructions for your guidance in dealing with them.

These applications appear to come under three classes; namely

[1] Parties who have actually received a promise to have the refusal of sections which they have built upon or otherwise improved

[2] Parties who have improved sections without any such understanding with the Company

[3] Parties desiring to purchase land on which no improvement has been effected.

I propose to adopt one principle with regard to the two first classes of applicants. Considering that by their expenditure on land to which a legal title could not be given to them before, they have contributed to keep the Settlement, it seems fair to give them the benefit of that expenditure by allowing them to purchase the land without subjecting them to the competition of others. It will accordingly be necessary to fix a price in each case, proportionate to the position of the land or other circumstances that affect its value. This duty will devolve on you; and in leaving it to your judgment, I have only to direct you to make personally a careful examination of each section proposed for before fixing a price; bearing in mind that nearly all these applications are for town sections with good frontage, in a place which as a military post, will most probably increase in importance. It seems to me, however, that for sections having a double frontage to the river and any street a fair upset price would be £50 and for other eligible sections about £25: these prices indeed have been offered by some of the parties. It is hardly necessary to add, that you will in no instance fix a less price than has been offered by the parties themselves.

But after settling with these applicants of the 1st and 2nd class, there appears no ground for departing from the rule of only disposing of land by public Auction. The applicants of the 3rd class have no peculiar claim to consideration in respect of any past expenditure and should therefore be placed on the same (footing) as the public generally. I request you accordingly to inform them that upon Mr Waitt's next visit to Wanganui which I understand will be very shortly, the land applied for by them will be put up to Auction at such upset prices as you may after careful valuation find it right to fix: and in order to provide for any other cases which we are not yet acquainted with it will be advisable that you should put up about 20 more sections at the same auction. These you will take here and there, as you may think a demand may exist: fixing a reasonable upset price, and in the event of there being no bidder, buying them in again I will arrange with Mr Waitt as to the commission he will receive on any actual sales.

With regard to the application from Mr Charles Small for a site for a proposed saw mill, you will acquaint him that the reserve he points out is Public Property, which the Company has no power to alienate. If he still desires permission to erect his mill upon it, he should address the Government on the subject.

It remains for me to instruct you that as a general principle, the purchase money should be paid at once: but if you should consider it necessary in some cases to give time for making the payment, a deposit of not less than 50 per cent should be paid at the time of buying, and the remainder within three months. You will avail yourself from time to time of safe opportunities for transmitting the funds you may receive on account of land, and provide me with accurate accounts of the same.

 Folio 710 Wellington 09 Oct 1848

Schedule of Lands disposed of by Private Sale in the town of Petre district of Wanganui under instructions from the late Colonel Wakefield, Principal Agent of the New Zealand Company.

Purchaser	No on Map	Sold for	Deposit paid	Remarks
William Pearson	28	£25	£12 10s	
John Garner	30	£42	No deposit	John Garner undertook to forward to Wellington
Joseph Lockett	41	£45	£22 10s	An Order on the Commissions for £21 as a deposit on this Allotment
James Adamson	42	£60	£30	An old Warre on Allotment No.42 in a very dilapidated state was sold for £4 in addition
William Parker	39	£25	£12 10s	
George Rees	57	£50	£50	Dr Rees Allotment was in my opinion worth about £60 but I was directed by the late Colonel Wakefield to accept his offer of £50
Henry Nathan	69	£45	£22 10s	
Joseph Richards	70	£60	£80	
James Alexander	80	£26	£13	
Sergeant Russell	79	£26	£13	
Joseph Jones	11	£12 10s	£6 5s	

 Folio 757

At a meeting of the Cabin Passengers held on board the ship *Bernicia* the 21st August 1848, it was stated by Mr Williams the Surgeon, on behalf of the Commander, Captain Arnold, that the quantity of Provisions consumed daily by the Cabin passengers much exceeds the allowance made by the New Zealand Company as was shewn by the following List of the previous days consumption.

One day's consumption for 19 persons
 One tine Salmon – 4lbs
 Two boiled fowls – 5lbs
 Roast Leg Mutton – 7lbs
 Ham – 15lbs
 Half price beef – 4lbs
 Two Plumb Puddings
 One Fruit Tart

The undersigned passengers therefore being convinced that no vigilance is spared to ensure economy and provide against waste, unanimously resolved:

- [1] That the allowance is altogether insufficient
- [2] That Captain Arnold be requested to continue to supply the deficiency, the reimbursement of which they guarantee the New Zealand Company should the New Zealand not acknowledge the propriety of this proceeding
- [3] That a Copy of the foregoing Resolutions be forwarded to Captain Arnold with a request that he continue to preside at table in the efficient manner he has hitherto done, for which they beg to offer him their sincere thanks.

Signed: Jos. Thomas, Robert Williams, William Congreve, W. Blaschke, Charles O. Torlesse, Charles Milne, E. J. Milne, F. Field, S. Williams, B. Blashke, E. Browne, James Brown, Thomas Cass.

Additional passengers: Mr J. Ward, Mrs Ward, Miss Ward and seven children aged 12yrs, 6, 5, 4, 3, 3 and 2yrs

Folio 810 Minutes of a Meeting of the Squatters resident in the Wairarapa Valley held on Tuesday the 14th November 1848 at Captain Smith's Station

Present: Captain Smith in the Chair, Revans, Bidwill, Tiffen, Caverhill, Tully, Morrison, McMaster, Donald, Northwood, Collins, Gillies &c., &c – and Mr F. D. Bell and Mr Commissioner Kemp

... Resolved unanimously

[1] That the Settlers present at this Meeting have been informed of the intentions of Government to require the District of the Wairarapa for the site of the proposed Canterbury Settlement, do hereby expres their readiness to give their assistance to the Officers of the Government and the Company in their negotiations with the natives for that object.

[2] That Mr Bell having stated the general principles on which it is proposed to deal with the interests of the squatters in the Valley, a Committee be appointed to estimate the value of the Improvements &c which have been effected on the several stations, and generally to treat with the Commissioner and the Company's Agent on any matters affecting the settlers' position.

[3] That the Committee do consist of Captain Smith, Mr Revans, Mr Tiffen and Mr Russell.
