

NZ Company Correspondence from Nelson 1844

Colonial Office 208/86

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Folio 3: Nelson 22 Jan 1844 William Fox to Colonel Wakefield

Sir, I beg to enclose a letter addressed by John Saxton Esq to the Court of Directors returning thanks for the sum of £150 awarded to him by the Court as an acknowledgement for the Panoramic view of Nelson executed by that Gentleman. In conformity with instructions received from the Court I was about to pay the above sum to Mr Saxton when I was informed by him that he had been advised by Mr Soames to draw on him for the amount, which he had done and which rendered it unnecessary for me to make the payment. The Court is no doubt aware of the arrangement.

Folio 5: Nelson 20 Jan 1844 William Fox to Court of Directors of the NZ Company

Sir, Mr Saxton respectfully returns thanks to the Court of Directors of the New Zealand Company for their very liberal present of £150 for the Panoramic Views of Nelson and also for the very kind manner in which they have been pleased to express their approbation of them. The Court of Directors will receive through Mr Fox, their Resident Agent at Nelson an acknowledgement of the receipt of the above sum by a Draft on Joseph Soames Esq according to a letter of instructions from him to that effect.

Folio 6: 25 Jan 1844 William Fox to Colonel Wakefield

Sir, In compliance with the Courts request, as conveyed by their Despatch No.13 of the 25th August 1843, I now beg to forward the receipt given by Mr Matthew Kearns, Surgeon of the *Prince of Wales* emigrant vessel, for the sum he received from the late Agent for his services in that capacity.

Folio 8: Immigration Office, Nelson 29 Dec 1842 A. McShane Immigration Agent

I hereby certify that Matthew Kearns Esq was appointed by the Board of Directors of the New Zealand Company, Surgeon Superintendent to the emigrant ship *Prince of Wales* in which capacity he acted during the voyage from London to Nelson; and that he is thereby entitled, in terms of his appointment, to receive in remuneration the sum of £41 16s 8d head money; and that he is further entitled to a gratuity of fifty pounds, provided the Company's agent approve of his conduct and is satisfied that he has "complied with the regulations" of his office.

Received the above sum from Captain Wakefield – Matthew Doyle Kearns 30 Dec 1842

Folio 9: Wellington 26 Jan 1844 Colonel Wakefield to Secretary NZ Company

Sir, I have to forward Dispatches from the Resident Agent at Nelson. In regard to two Bills, No.178 for £150 and No.186 for £50 drawn by me on Account of the Nelson Settlement for Loans to Settlers there, one of whom is rebuilding his house, destroyed by Fire, and the other erecting a Flax Mill, although I believe the Loans to have been very worthily bestowed and that they will have the effect of retaining in the Colony two very industrious and enterprising settlers, who otherwise would have left. I have advised Mr Fox to abstain from granting any more similar applications. In reference to his Dispatch No.4 I have requested he will use his efforts to close the Storekeepers Department entirely and have suggested to him another mode of supplying the Rations, upon Contract, from the Storekeepers there, which if he can carry into effect will be a great saving both in money and trouble.

Folio 11: Nelson 22 Dec 1843 William Fox to Colonel Wakefield

Sir, I enclose a copy of a letter received from Mr Bushe (late Surgeon on board the *Lloyds*). Mr Bushe referred me to the party of whom he states he has made the purchase of thirty acres, who confirms the statement.

Folio 13: Nelson 20 Dec 1843 George F. Bush to Directors of the NZ Company

My Lords and Gentlemen, Having paid a deposit of £30 with the intention of becoming a purchaser of a section of Land in the Nelson Settlement, but not completing the arrangement, my deposit became forfeited. In some cases I have been informed the deposits have been returned. I am now become an actual Settler in the Colony by the purchase of thirty acres of land which is in progress of cultivation, under these circumstances. I beg to make application for the return of my deposit, and I feel confident you will acquiesce in this request.

Folio 18: Nelson 06 Jan 1844 William Fox to Colonel Wakefield

Sir, I have to inform you that the survey in progress in Massacre Bay under the superintendence of Mr Budge, has been interrupted by the natives, who refuse to allow him to proceed with it till they receive payment for their permission. The late Resident Agent of this Settlement was careful to resist any claims of this nature made in relation to such lands as had been sold to yourself by the principal chiefs and for which the purchase money had been paid to them; but on the commencement of the surveys in the district referred to he made friendly presents to the Resident Chiefs who were reported to him as being of rank sufficient to entitle them to a consideration of that sort. The chief who has caused the present interruption was reported to the late Agent as not being of such rank, and was in consequence not presented with anything at that time. The principal surveyor informs me that he believes the report to have been incorrect, and that the chief in question was of equal rank with those who received presents. I should have been inclined therefore to put him on the same footing with the others, but as the interruption was attended with some acts of robbery and threats of arson, which in my treaty with the parties could not be passed over, and which the Magistrates have no power to redress, I have thought it better to discontinue the Survey till such time as it can be renewed without either danger or the appearance of connivance at such proceedings. The survey of the district is nearly completed, and the remaining sections were to have been surveyed chiefly with the view of their being adopted for Native Reserves.

Folio 20: Nelson 18 Jan 1844 William Fox to Colonel Wakefield

Sir, I have to inform you that I have been obliged to dispense with the services of Mr Smith the Storekeeper to the New Zealand Company in this Settlement and have appointed Mr Alexander Wilson his successor in office. A very short acquaintance with Mr Smith satisfied me of the impropriety of continuing him in the Company's employment and I should have discharged him several weeks ago had it not been that the accounts relating to his department were in a very imperfect state and many particulars such as he alone could supply from personal knowledge of transactions. I therefore continued him from week to week under threats of dismissal in the hope that he might be thus induced to complete the accounts. Being however at last satisfied that there was no prospect of his doing so I put an end to his engagement. I regret to say that there is every prospect at present of his proving a defaulter to the amount of about one hundred pounds ... the receipt of which he can be distinctly charged. There may be other sums unaccounted for, but I do not think that their amount is likely to prove at all considerable. I have twenty pounds of his salary in hand. In the hope that Mr Smith may be able to raise money sufficient to repay in part the deficiency I intend to apply to the Police Magistrate on the subject. I have however no great expectation that such a step will prove productive. The most serious inconvenience which has arisen in consequence of Mr Smith's irregularities has been the retardation of our quarterly accounts which have been properly brought up in other departments but which I have been unable to complete for want of his. Mr Wilson has since his appointment made such progress that I hope in a few days to have all arrears brought up, when I shall address you again upon the subject.

Folio 22: Nelson 19 Jan 1844 William Fox to Colonel Wakefield

Sir, The Proprietor of the Nelson Examiner having published a very copious account of the late Massacre of the Wairau and subsequent events down to the 6th instant I send fifty copies to be forwarded to the Directors of the New Zealand Company, conceiving that they will be anxious to be in possession of the fullest information on that subject. I shall also send a like number by the *Stoveld* via Sydney, which vessel is expected by sail on Monday. The author of the account is Mr Alfred Domett a member of the English Bar resident in this Settlement.

Folio 24: Wellington 12 Mar 1844 Colonel Wakefield to Secretary NZ Company

Sir, I have the honor to forward to you for submission to the Court of Directors despatches from the Company's Resident Agent at Nelson... together with my reply to such points in them as required immediate notice. With reference to the report of Mr Beit, forwarded by Mr Fox with his remarks thereon, I beg you to assure the Directors that I am personally cognizant of the circumstances of most of the Statements made by Mr Beit and can testify to the satisfactory manner in which Mr Fox notices them.

Folio 26: Nelson 27 Jan 1844 William Fox to Colonel Wakefield

Sir, I beg to enclose a communication addressed through yourself to the Secretary of the New Zealand Company by Mr John N. Beit Immigration Agent for the Natives of Germany in this Settlement. My previous dispatches have already touched upon several of the points to which it relates; it is necessary however to advert to others, and for facility of reference I have taken the liberty of numbering the paragraphs of Mr Beit's Report to which my observations will apply.

[1] With reference to the charge made by Mr Beit for what are termed "Supplementary" provisions, the facts are as follow. When the Principal Agent visited Nelson in July last a complaint was made to him by the Emigrants per *St Pauli* that they had not received during the voyage their full allowance of provisions according to the New Zealand Company's dietary. The Principal Agent directed Mr Tuckett (then acting as Resident Agent) to investigate the matter, and it was by him referred to Dr McShane, the English Immigration Agent, subject to the umpirage of Mr White the Police Magistrate. Mr Tuckett limited the enquiry to the difference between the Company's dietary and the amount alleged by Mr Beit to have been served out, and on this enquiry a considerable quantity of back rations was awarded to be due to the Emigrants, which Mr Beit refunded in pursuance of the award. The sum of £43 14s 7d now claimed is the amount of these back Rations. The German's allege that a much larger quantity is due to them, but the enquiry having been limited by Mr Tuckett as above mentioned, their claim was only partially investigated, and though I have several times been urged to reopen the investigation I have thought it prudent to decline, having no power to enforce Mr Beit's compliance. So far as I have been able to ascertain I believe that the Emigrants have never received what they were entitled to. I enclose the statement of Dr McShane shewing the amounts deficient according to Mr Beit's own admission; also a letter from Mr Beit to Dr McShane acknowledging the fairness of the award. I am at a loss on what ground he now asks for compensation.

[2] On the subject of the Hospital expenses I have already addressed you under date of 21 Nov 1843. The following explanation may be added. During the voyage Mr Beit imposed fines upon several of the Emigrants for trifling acts of misconduct. On paying over their deposits after arrival in Nelson he deducted the amount of these fines, on which the Emigrants summoned him before the Police Magistrate, who inclining the adjudicate in favour of the Emigrants adjourned in order to enable the parties to settle the matter out of court. Mr Beit then applied to me to repay the fines, and to induce me to do so, adverted to the Hospital expenses, which he contended ought to have been paid by the Company and urged that the one might be set against the other. I declined interfering, but eventually, on Mr Beit's very urgent request that I would prevent the matter being brought again into Court, I consented to receive the amount from him and pay it over to the Germans, which I did, having expressly repudiated the idea of the Company being at all implicated. On the following day I was surprised at receiving a communication from Mr Beit to the effect that as I had directed the repayment of the fines he should expect the Company to pay the hospital expenses and on my refusing again to do so he informed me that he should refer the

matter home as mentioned in my previous despatch. After what had passed between Mr Beit and myself in conversation I could regard his conduct as nothing less than an attempt at imposition, which I told him at the time.

[3] The allegation that the German expedition was met on its arrival with an entire want of attention and assistance, is I believe entirely untrue. On the day of the arrival of the *St Pauli*, Mr Beit and his very numerous family were taken into the houses of Mr Jollie, Dr McShane, the Rev Mr Reay and Dr Wilson and hospitably entertained, some of them for five or six weeks, till they could find accommodation elsewhere and I am assured that more than usual attention was paid to the whole party. The steerage passengers received the aid usually afforded to Immigrants and I believe a very general interest existed in their favour.

[4] On the subject of the exchange of Mr Beit's sections I shall address you in a separate despatch. His statement relating to the subject is correct. As regards the remittance of the purchase money for the unsold section, if I am required to express any opinion as to the grounds on which it is requested, I am bound to say that Mr Beit has not since his arrival in New Zealand, acted in such a manner in his capacity of Immigration Agent as to entitle him to any remuneration at the hands of the Company.

[5] The manner in which a few of the Colonial Sections have been dealt with, will be the subject of a separate despatch. What has been done with regard to them, has been with the object of carrying out your instructions to myself, "that every facility and encouragement consistent with the vigorous execution of the public works should be afforded to the occupation of land by agricultural workmen." The high prices put upon land by private owners, and the almost entire absence at this period of agents empowered to deal with the property of absentees, obliged me to have recourse to a method of disposing of some of these sections devised by the late Agent, though not in accordance with the original intention of the Court of Directors in reference to them.

[6] To the subject of the lavish expenditure of the Public works fund I have frequently adverted in previous despatches. By "objects entirely foreign to the stipulations of the agreement of 15 Feb 1841" I conceive to be intended the fortifications erected on the occasion of the late alarm, about half of which was effected under the agency of Mr Tuckett whose "just and loyal conduct" Mr Beit has taken occasion to laud, and was one of the first acts by which he may be supposed to have "relieved the uneasiness and apprehensions" of the Settlers in the manner alluded to in Mr Beit's report. I have already addressed you very fully upon the subject of the completion by myself of the works commenced by Mr Tuckett, under date of 06 Oct 1843.

[7] On the state of the labour market I have also addressed you, under date of 01 Nov 1843. I may add that in consequence of complaints made by some of the land owners of the difficulty of obtaining labour I recently dismissed about 50 of the best men and boys from the Public Works. A deputation from their body visited the agricultural districts to seek employment, which four only succeeded in obtaining and that for a short time. I questioned several on their return, and was invariably informed that Mr Beit was one who had been applied to and who had refused to employ them. The consequence of the intention I have shewn on this occasion to reduce the number of men employed by the Company is that 40 men women and children have taken passages for Valparaiso per *Christiana* which sails in a few days. In conversation with two of our principal farmers, I yesterday computed the number of men employed by the agriculturalists, and they do not exceed fifty. The riotous temper which existed among them at the time of my arrival is in a great degree exorcised, but the result of any further reduction of employment by the Company, will certainly be a considerable re-emigration.

[8] On the subject of Mr Beit's "obligation to maintain or employ the German Emigrants" I have also addressed you under date of 07 Nov 1843. I made an effort to avail myself of that Gentleman's services in his capacity of Immigration Agent, but found that it was attended with much more inconvenience than the entire absence of such an officer would have been.

[9] In requiring a Deed of exchange from Mr Beit I acted under the advice of the Company's solicitor in this Settlement, whose opinion on the subject was in accordance with my own. I believe the expense of such a document would not exceed five guineas, the consolidation of sections attained by it is an object of considerable value, the balance of purchase money on the transaction being £225.

[10] The subject of the destruction of the timber was referred to me by Mr Beit, who alleged that it had been used by the Company in erecting the Immigration depot. On reference to Mr Tuckett he informed me that there was never any valuable timber upon Mr Beit's section, but only some firewood & fencing no part of which was taken by the Company. I am unwilling to admit the obligation of the Company to maintain unsold sections in precisely the condition in which they were when the Town Plan was designed, and Mr Beit's conduct with regard to Section 29 presently adverted to, is in direct opposition to any such view. Finding on Mr Beit's application that Col Wakefield's instructions to the Company's solicitor to remove the squatters had not been carried into effect, I conferred with the latter gentleman, and was informed that the only method of getting rid of them was by action of ejectment, which in the present state of the titles could not be maintained, the parties being determined to resist. When Mr Beit applied to me on the subject he informed me that it was not his intention immediately to occupy the section in question, nor is it likely from its proximity to the meanest part of the Town ("Little Scotland") that he ever really intended to erect his own house upon it.

[11] On my opposition to the erection of a wharf by Mr Beit I have already addressed you under date of 11 Dec 1843. Subsequently to my protest against his usurpation of the water frontage, he proceeded without even asking permission to excavate Section 29 for the purpose of filling in his wharf; and carried away some hundred tons of soil before I was aware of it. I appealed to the Magistrate summoning his head workman as the party most amenable to conviction; my application was successful, and the man would have been committed for trial, but that I consented not to press the matter on Mr Beit's undertaking to abandon the excavation. Whether the excavation and usurpation of the frontage of the Section be really beneficial as alleged by Mr Beit, must be a matter of taste with its future proprietor. On the arrival of the *Hymalaya* Mr Martin, one of the passengers, conceiving his section to be "29 on Town Plan," instead of "29 order of choice" asked me where it lay, and on my pointing out that on which Mr Beit was intruding, he demanded compensation from the Company, stating that he considered its value entirely destroyed by Mr Beit's operations, an opinion in which I certainly concur. That it was my "declared object" to put Mr Beit to expense by the steps I took in this matter, is not true.

The remaining points of Mr Beit's Report do not require any comment from me. I cannot however conclude without adverting to the course pursued by Mr Beit since his connexion with the expedition of German Emigrants. His conduct as Superintendent during the voyage out was a succession of acts of petty tyranny, according to the report of the missionaries and other parties of respectability whose conduct in the Settlement has afforded a sufficient guarantee for the correctness of what they state; and the statement is corroborated by the exacerbated state of feeling which existed towards Mr Beit in the minds of the Emigrants at the time of their arrival. Immediately on landing acts of a most arbitrary nature brought him under the reprimand of the Police Magistrate, which has subsequently been repeated, and recently the local judge in open Court convicted him of deliberate falsehood (see *Nelson Examiner* 20 Jan 1844). He has unnecessarily contrived to get into hot water with everybody with whom he has come in contact; the Clergyman, the Banker and nearly every respectable person have refused to have any intercourse with him; Dr Imlay's cattle Agency which had been placed in his hands has been withdrawn under circumstances very discreditable to him; and I consider it my duty to state that any connexion between the New Zealand Company and Mr Beit is not likely to contribute to the interests of the Settlement.

Folio 33: Nelson 03 Aug 1843 Statement shewing the total amount of Ordinary Rations to which the Emigrants per *St Pauli* are entitled during the voyage from Hamburg to Nelson: the quantities issued for them were according to the Superintendents Accounts and the excess or deficiency where any occurs.

Folio 34: Nelson 07 Aug 1843 John N. Beit to Macshane

Dear Sir, Accept my sincere thanks for the trouble you have taken to go through and arrange the Dietary account of the Emigrants per *St Pauli*. I have no wish to go into the details myself, am perfectly satisfied with the correctness of your statement, and being anxious that the matter should be as soon as possible concluded, you will oblige by forwarding your account as early as possible direct to Mr Tuckett, accompanied by the enclosed note. It would be perhaps desirable that you should give Mr Tuckett your opinion as to what articles would be most beneficial to supply to the emigrants to make up for any deficiencies which the account may show.

Folio 35 Nelson 07 Aug 1843 John N. Beit to F. Tuckett

Sir, Being particularly anxious to have the Dietary account of the Emigrants per *St Pauli* set at rest I have requested Mr MacShane to forward his statement direct to you, as I have no desire to go over the details, but signify to you herewith my approval. Requesting you now only to state to me in writing what articles and quantities you recommend to me to supply to said Emigrants, reduced at per each adult which as I have previously said to Col Wakefield shall thereupon forthwith be effected. I beg leave to submit for your consideration whether in case any deficiencies should appear of articles not materially useful to the Emigrants now, an equivalent had not better be issued to them of the most useful necessities. As I could not supply the Emigrants myself it would be affording me a desirable facility if you would permit me to let them be supplied from the Company's store, and I will instantly hand you a cheque for the amount; this would prevent any further possible delay, as I would otherwise have to arrange with some Storekeeper. In case you recommend any potatoes Mr Otterson would supply them at once.

Folio 36: Nelson 02 Feb 1844 William Fox to Colonel Wakefield

Sir, I have to inform you that Mr Tuckett has resigned the Office of Principal Surveyor to the New Zealand Company in this Settlement, and that I have appointed as his successor Mr Samuel Stephens late first assistant Surveyor, with a salary of £300, without any allowance for commutation money. The engagement for 12 months certain, determinable at the end of that time, or at any subsequent time on six months notice on either side. In making the reduction of salary, I have acted in accordance with the ratio of reduction fixed by the Court of Directors in the case of the Resident Agent. At the same time if it was not the intention of the Court to reduce the salary of the late Principal Surveyor I beg to recommend that Mr Stephen's salary be placed on the same footing as Mr Tuckett's was, as his duties will be identical with those which Mr Tuckett would have performed if he had continued in Office.

Folio 38: Nelson 06 Feb 1844 William Fox to Colonel Wakefield

Sir, I beg to refer you to my Despatch No.4 dated 18th ultimo relating to the dismissal of the Storekeeper Mr Smith. On investigating his accounts it appears that he is indebted to the Company in the sum of £64 1s 1d. Twenty five pounds of this he has now paid in cash; and for the balance (£39 1s 1d) I have taken his promissory note, which however I do not think is likely to be productive.

Folio 40 Nelson 12 Feb 1844 William Fox to Colonel Wakefield

Sir, The German Immigrants who have purchased Rural land in this Settlement from Mr Beit have applied to me to exchange the land orders they hold of him for a proportional quantity of accommodation land of which they might receive immediate possession. It is very desirable that the Germans should receive their land as early as possible; and as probably many months may elapse before the Rural lands of this Settlement will be distributed, I should recommend that their wishes be acceded to. An extract contained in a late despatch from yourself prohibits any exchanges without the previous sanction of the Court of Directors, and therefore without your concurrence. I am unwilling to take the responsibility of this step. If you think well of the arrangement I should propose to exchange the rural land orders given by Mr Beit to the Immigrants for accommodation sections at the Moutere in the proportion of one acre accommodation for three Rural. The only disadvantage to the Company which I see in this proposal is the possibility that Mr Beit may throw some obstacles in the way of the Company's obtaining from him the land agreed to be sold by him to the Germans; but as the land orders are transferable I conceive that he could not successfully obstruct the arrangement.

Folio 42: Nelson 12 Feb 1844 William Fox to Colonel Wakefield

Sir, Bags have frequently been forwarded from the New Zealand Company's House, containing letters and newspapers for persons resident in this settlement. These bags now reach us through the Post Office, and we are charged heavily for them. One recently received was charged £3. The recovery of the amount from the parties to whom the contents are addressed is troublesome, and attended with some loss to the Company. I beg to suggest that for the future it would be more convenient to all parties if this practice was discontinued.

Folio 44: Nelson 20 Feb 1844 William Fox to Colonel Wakefield

Sir, An application has been made to me by Mr Otterson on behalf of the Roman Catholic Inhabitants of this Settlement soliciting an advance from the Religious fund for the purpose of erecting a schoolhouse and chapel. The Roman Catholic inhabitants are chiefly of the lower class, and amount to about one sixteenth of the population. Mr Otterson pledges himself to contribute £25 raised by voluntary subscriptions, and adds that £10 more have been subscribed, which he expects shortly to receive. No instructions have been received from home with reference to the application of the Religious Fund. You are aware that £5000 have been appropriated to the Episcopal Church and the late Resident Agent here referred to the Court of Directors an application from the Wesleyan body accompanied by a suggestion from himself that £500 should be advanced to it. The principle laid down by the Company in its prospectus of this Settlement seems to entitle each religious denomination to a proportional share of the fund when raised. The time of its appropriation of course rests with the Court of Directors; but as the Roman Catholics are much in what of the assistance requested I hope you will consider it within your province to authorize some advance.

Folio 46: Nelson 20 Feb 1844 William Fox to Colonel Wakefield

Sir, An application has been made to me by Mr Bellairs for remuneration for a gun lost at the Wairau, which I have referred to Mr Tuckett who reports that he is entitled in his opinion so such remuneration if the gun is not recovered; but suggests that the Wellington police officers may have recovered it from the whalers in Cloudy Bay, from whom he understands some lost arms were obtained. I have to request that you will ascertain from the Wellington Police whether this is the case.

Folio 48: Wellington 27 Feb 1844 Colonel Wakefield to William Fox

Sir, I have to acknowledge the receipt by the *Lively* and *Wanderer* of your despatches... and reply to such points in them as require notice.

[2] With reference to the Exchanges proposed to be made by some of the German Settlers, of land at the Moutere for three times the amount hereafter to be chosen in virtue of their purchases from J. A. Beit and Chapeaurouge, I am willing on the part of the Court of Directors of the Company to sanction any such exchanges provided they are made bonafide with a view to the

cultivation of land and can be effected without risk of eventual loss to the Company or reliance on engagements to be fulfilled by Mr Beit. The opinion of the Court of Directors as conveyed to you in a recent despatch respecting exchanges of land in the Company's settlements, is so peremptory that it must be distinctly understood that any exchange you may allow to be made in order to put the German immigrants in immediate possession of land shall not form a precedent in future applications of a similar nature.

[3] Until advices to the Directors that letters and newspapers sent in the bags to the Company's Agents in the Country occasion a heavy charge and inconvenience have effect, I have to recommend the adoption by you of the plan I pursue here, viz to allow the Post Master to open all bags addressed to me out of which he delivers me anything I choose to take upon payment of the regulated postage on each packet.

[4] I have to approve the appointment of Mr Stephens as Principal Surveyor with a salary of £300 a year in the place of Mr Tuckett resigned; but cannot sanction that his salary be placed on the same footing as Mr Tuckett's was. Mr Tuckett's engagement with the Company was a special one and involved a high salary on account of the great responsibility and exertions the choice and preparation of the site of the Settlement demanded. It was also for a fixed period, after which a reduction in the expences of the permanent surveying staff was contemplated. In the general reductions which have taken place in the salaries of the Company's Officers I consider the sum you have named as the salary of the Principal Surveyor fair and sufficient for the duties he will have to perform.

[4] I have had enquiries made of the Police Magistrate here respecting Mr Bellair's gun but nothing is known of it. In ignorance of the amount of the claim made by Mr Bellair's and of his occupation at Wairau I do not feel competent to decide upon the case. If I mistake not Mr Bellair's was not in the engagement at Wairau and might very well have looked after his own fowling piece.

[5] With respect to the application made to you by Mr Otterson on behalf of the Roman Catholics of Nelson, I have to observe that in all cases of the same nature I have made it a rule which I would recommend to be followed in all the Company's settlements to refer such requests to the Court of Directors. I declined when at Nelson last year and have lately here refused to anticipate the views of the Directors upon an application for assistance to the Wesleyan congregation; but have willingly forwarded memorials from that body stating their numbers and recommending their case for consideration. I think such a course of conduct more in accordance with the instructions of the Court and more calculated to be beneficial to the memorialists. The applications of this nature at Nelson are I am aware founded on the regulation of the Religious Fund which does not exist elsewhere and I am, therefore, disposed to sanction without any directions from the Court on the subject the advance of a sum not more than equal to the amount subscribed by individuals for the erection of a Catholic place of worship in that place.

[6] On the subject of the letters you have transmitted to me, the one from Mr Beit to the Court of Directors, the duplicate of which he sent home via Sydney in a manner quite unusual and in my opinion ill-intentioned and unhandsome – the other from Mr Vallé to myself, I have only to observe that in the first instance I can corroborate nearly every point of your answer to Mr Beit's statements which however speciously made and well calculated to prejudice the Court of Directors in his favour will, I feel sure, be ultimately condemned as unfounded, and malicious and that I shall be prepared to support your dismissal of Mr Vallé upon the reasons given by you in your private letter on the subject.

Folio 54: Nelson 02 Mar 1844 William Fox to Colonel Wakefield

Sir, I enclose a communication addressed by Mr Hipplesley to the Court of Directors and enclosures relative to an accommodation section taken by him in exchange for that originally selected for him. The reasons for my refusing to entertain his application are stated in the letters of which he transmits copies herewith. I have only to add that I believe the Section which Mr Hipplesley has received in exchange is, notwithstanding the existence of the mud flat, fully as valuable as that which he gave up, and though it certainly has not the full quantity of 50 acres of land available for agriculture, it has upon it the principal landing-place of the Waimea River which is a full equivalent.

Folio 56: West Waimea 16 Feb 1844 William F. Hipplesley to Court of Directors, NZ Company Gentlemen, Allow me to call your attention to the following facts. On my arrival here in August 1842 I was surprised and disappointed to find that my Suburban Section No.71 of choice – was chosen 14 miles from the town. This was owing to the mountainous nature of this part of the Country and the lack of good land in the town's immediate vicinity. The section chosen being wholly woodland, and there being no road to it, your Agents kindly offered on your behalf to exchange for either of four sections chosen after mine; I consequently fixed on No.76 of choice, both situate in this district and about the same distance from Nelson; the latter possessing the advantage of water communication which is its only advantage. After having it a considerable time and cleared it of brushwood, I measured and found it to contain scarcely 44 acres exclusive of the mud flat, which intersects it in several places. I accordingly applied personally to your agents – Capt Wakefield and Mr Tuckett – to have the deficiency made good, which they declined doing. The matter rested thereupon for a considerable time and I was waiting for the return of the late Capt Wakefield from the Wairoo in order to write to him on the subject, but his melancholy and much regretted end again delayed the settling of the matter. After the appointment of Mr Fox – Capt Wakefield's successor – I entered into a correspondence with him concerning it – a copy of which I herewith transmit to you – whose decision jointly with that of Mr Tuckett has compelled me to lay the case before you, who I doubt not will give me redress. In a new country where millions of acres lie untouched and quite useless in their present state, it seems to me the height of folly and injustice to try to force land unreclaimed from the sea upon purchasers. Your Agents as you will perceive rest their arguments upon its not being an original choice; but as I have stated in my 2nd letter to Mr Fox, I had not the most distant idea that the mud flat was included in the area, or I should not have made the exchange; besides Mr Fox's argument will equally hold good to an original purchaser choosing for himself (see Mr Fox's 1st letter last paragraph). The exchange was made exactly a week after the ship in which I came cast anchor in the Harbour; so that I had not much time to make any inquiries &c, Mr Fox in his last letter says all the circumstances connected with the exchange were taken into consideration at the time. In a personal interview I had with him afterwards I told him I thought it merely made the matter worse, as it showed they were aware my present section – No.76 of choice was short of measure. Mr Fox replied that if a person took a horse into a fair, he would not tell it was blind, lame, &c, the comparison to me seemed strange, as horsedealing is everywhere noted for low trickery and unfair dealing. My original Section has lately been leased to labourers with a purchasing clause of £4 per acre; had this remained uncultivated and unimproved and been offered for £1 10s an acre, I am confident it would have had no buyers. Enclosed I forward you a sketch of the section shewing the mudflat which runs through it and obliges making a road over it. This together with the extra of fencing, the loss of land and the greater difficulty in ploughing, at least deteriorates it £40; in fact were the land good and available – having made the improvements I have – I would readily give that sum more for it. High spring tides run over several places to a small extent not shewn in the sketch. I believe the Company's Charter has a clause bearing expressly on the point, wherein it is stated that no land below high water mark is to be sold, if so, it at once decides the question, but not having the Charter I am not able to speak with confidence. To settle the matter I beg to refer you to my brother Mr E. B. Hipplesley, Chewton Mendip, Bath, Somerset, who will act as my Agent. I could say much more, but I think my correspondence with Mr Fox will at once shew the justness of my demand. Leaving the case with those who will give it a fair hearing and thorough consideration. PS This goes under cover to Mr Fox when report will no doubt accompany it.

Folio 58: No.1 West Waimea, Nelson 07 Dec 1843 William F. Hippenley to William Fox
Sir, I have taken the liberty of addressing you on a subject which I have previously referred to Mr Tuckett, but without redress. On my arrival I exchanged my original section No.71 of choice for the one I now occupy, 76 of choice, both of which are situate in this District. Having measured this section I found to my great surprise the mud flat was included in the area. I observed the sea ran over the section before making the exchange but I little thought of asking so absurd a question as whether land below high water mark was measured into the section. If ample allowance in measure were made, the tide running through the section is of itself a drawback as it means the expense of a road being made in order to get from one part of the section to the other. I cannot entertain the idea that land below high water was intended to be given out, and I believe it is in express contradiction to the Company's Charter. I beg therefore to appeal to you in order that I may be remunerated for the loss in measure and waiting the favour of a reply.

Mr Fox's reply – Nelson 13 Dec 1843

Sir, I have to acknowledge the receipt of your letter dated the 7th Current, relative to the existence of a portion of mudflat within the limits of Section 76 choice which you received in exchange for your original section 71 choice, and for which you consider yourself entitled to compensation. Your application supposes that purchasers are entitled to expect that every acre of their sections should be available for agricultural purposes a supposition which I am not prepared to admit. But even if this were conceded as regards original choices, I apprehend that no such claim could be maintained in respect of a section which had been taken in exchange for an original choice at the request of and as a matter of accommodation to the proprietor. The party making the exchange being on the spot having the opportunity of inspecting the land as well as of referring to the Company's Surveyor and the plans of the survey, would have within his reach every means of obtaining accurate information as to the boundaries of the Section, and in putting a valuation upon it at the time of the exchange. I have no doubt that the Company's Surveyor would make allowance for any deficiency of available land. I am sorry that these considerations preclude my entertaining your application.

No.2 West Waimea 19 Dec 1843 William F. Hippenley to William Fox

Sir, Your communication of the 13th instant has come duly to hand. I think that every original purchaser had a right to expect that the whole of the preliminary sections should be available for cultivation, but by referring to my former letter you will find that my claim for remuneration is not grounded on the inapplicability of the land for tillage, but because it is below high water mark, and consequently the inability and invalidity of the Company to effect a sale of such land. Had I known the mudflat was measured into the section I should not have made the exchange, but, as I previously stated, I think no one could have thought of asking so absurd a question; for by an extension of the same principle Blind Bay itself would be given out. The exchange was made a few days after the first selection of suburban Sections and I believe Mr Tuckett was not aware that the mudflat was measured into that section. In some instances I knew allowances have been made for sideways, and it seems to me strange that when this is an exception to the general rule you should persist in withholding from me that which justice demands. You must, I am sure, have been much surprised when you first heard that land, as above described, was endeavoured to be imposed upon purchasers. I should be sorry to make any vexatious or frivolous complaint, but this cannot be classed under either of these heads. By your non-attendance to my demand you drive me, though with great reluctance, to bring the case before the Court of Directors, who I doubt not will at once see the justness of my demand.

Mr Fox's reply – Nelson 23 Dec 1843

Sir, I beg to acknowledge the receipt of your letter of the 19th current relative to your Section in Waimea West. The Company's Principal Surveyor assures me that all the circumstances connected with it were considered at the time when the exchange was effected, and I do not see any ground for reconsidering the subject.

No.3 West Waimea 01 Jan 1843 William F. Hipplesley to William Fox

Sir, Your letter of the 23rd ultimo duly arrived, in which you state that the Company's Principal Surveyor took into consideration the tideway running into my section before the exchange. This to me instead of palliating merely aggravates the circumstance, and had it been taken into proper consideration I think it should have been named to me. When I first discovered the mudflat was measured into my section, I thought it was an error which was open to correction, and I mentioned it to the late Mr Cotterell; who surveyed this District – his reply was he intended the adjoining section seaward to go with this, but that Mr Tuckett persisted in making two of it. Again according to the way in which exchanges are now conducted, a value is put according to the No. of choice without taking into consideration soil, situation &c, had the same principle been adopted with mine, I should have been entitled to the difference in value.

Folio 60: Nelson 04 Mar 1844 William Fox to Colonel Wakefield

Sir, I have to acknowledge the receipt of your Despatch No.4 dated 27th January containing an extract from a Despatch received by yourself from the Secretary of the New Zealand Company in which the desire of the Court is conveyed that no exchanges of Sections shall be effected without the previous written sanction of the Directors. I have to inform you that previously to the receipt of your despatch above acknowledged, I had agreed to effect the exchanges with Messrs Beit and Mr Cautley, more particularly mentioned in separate despatches accompanying this, and that at the time of my receiving your above despatch I was in treaty with Mr Hodgson for an exchange of his section as also mentioned in a separate despatch. I hope that these transactions will be confirmed by the Court of Directors. On the subject of exchanges generally (except as regards Town lands) it appears extremely desirable that the Resident Agent in this Settlement should be intrusted with considerable powers. Many of the accommodation sections are such as to afford no prospect of early remuneration to the cultivator, and settlers of limited capital who may have had such sections selected for them would be placed in a very precarious position, if the Resident Agent should be debarred from making an exchange without reference to the Court. The cases of Mr Cautley and Mr Hodgson are strong illustrations of this. The sections selected for those gentlemen are at this moment extremely unfit for occupation, one being in a dense and inaccessible forest, the other of a quality of soil which though it may prove eventually productive when manure becomes plentiful has been proved this season to be quite unfitted to the wants of a settler of limited means, affording no prospect of more than a bare return of seed for the first year at least. Both Gentlemen have commenced vigorous operations on the exchanged sections such as they could not have attempted on their own and both are likely to prove valuable and productive settlers. In conformity with your instructions I shall of course decline any further exchanges without previous reference to the Court of Directors, but I beg respectfully to urge the propriety of such powers of exchange being given to the Agent as may enable him to accommodate bonafide Resident Settlers with land adapted for their use in cases where it may seem necessary or even desirable to do so.

Folio 62: Nelson 04 Mar 1844 William Fox to Colonel Wakefield

Sir, I beg to inform you that in completion of a negotiation referred to me by yourself in October last I have agreed with Messrs J. Beit & Sons to exchange accommodation Section 32 (Colonial Reserve) 33 and 35 (Company's Reserves) all in Waimea South, for accommodation Section 4 Brook Street, 9 Suburban South, 101 Moutere and 124 Waimea South, belonging to those gentlemen. Messrs Beit sections being valued at £575 and those taken by them in exchange at £600, a balance of £25 is due upon the transaction from Messrs Beit to the Company. This I stipulated should be paid at the time of transfer, but Messrs Beit have referred to the Court a claim for its remission. I have also agreed to refer to the Court of Directors Messrs Beit's request that they should be allowed to purchase accommodation Section 30 Waimea South at the price put upon it by the Principal Surveyor viz £200. The Section being an unsold one, it will require the consideration of the Court whether they think proper to withdraw it from the wheel. Messrs Beit and Sons object to the exchange of sections being effected by a formal deed of exchange which I am advised by the Company's Solicitor here (Mr Greaves) is essential under the provisions of the conveyancing ordinance, and desirable under any circumstances, Messrs Beit & Sons expressing their wish to have it effected by a mere transfer and indorsement of the land orders, to save expense. The expense of a formal deed would I believe be trifling, but as Mr Beit

has already referred this matter to the Court in his Report lately forwarded through yourself, I leave it without further comment.

Folio 64: Nelson 04 Mar 1844 William Fox to Colonel Wakefield

Sir, I beg to inform you that Mr Hodgson who arrived here with a very large family per *Hymalaya* has applied to me to exchange at par his Section 79 Moutere for Colonial Reserve 18 Suburban North. Instructions, not to effect exchanges without the written sanction of the Court, having been received from you pending the negotiation I have promised Mr Hodgson to refer his request to the Court; agreeing in the meantime to allow him to occupy rent free till the decision of the Court is known; and in case an exchange should not be allowed, to grant at his option a fourteen years lease at the rent of £12 per annum with a purchasing clause during the term at £120, the valuation put on the section by Mr Tuckett. On this arrangement Mr Hodgson has proceeded to occupy the Section.

Folio 66: Nelson 19 Feb 1844

This agreed between William Fox of Nelson Resident Agent of the New Zealand Company and William Hodgson of the same place Esquire as follows: That the said William Hodgson shall be permitted to occupy Section No.18 Suburban North (Colonial Reserve) for the space of two years from the date hereof at the rent of a peppercorn. That in case the Directors of the New Zealand Company shall not agree to an exchange being effected between the said Section 18 Suburban North and the Section 879 Moutere, now belonging to the said William Hodgson as proposed by him then the said William Hodgson shall at his option be entitled to a lease of the Section 18 Suburban South for the term of fourteen years from the date hereof, rent free, for the first two years, and for the rest of the said term at the rent of £12 per annum payable half yearly, with the usual purchasing clause as at present inserted in leases of Colonial Reserves at the price of £120. But if the said William Hodgson shall not think proper to accept of such lease then he may abandon the said Section at the end of the said two years from the date hereof.

Folio 67: Nelson 04 Mar 1844 William Fox to Colonel Wakefield

Sir, I beg to inform you that I have agreed to exchange at par Accommodation Section 31 Waimea East (Company's Reserve) for Section 105 Waimea South belonging to W. O. Cautley Esq. Mr Cautley's section being heavily timbered and not yet accessible, it was impossible for him to cultivate it. He has commenced active operations upon Section 31 and will I believe have nearly half of it in crop in the ensuing season. I beg therefore to recommend to the Court the confirmation of this transaction as one beneficial to a valuable settler and inducing an increase of cultivation.

Folio 69: Nelson 04 Mar 1844 William Fox to Colonel Wakefield

Sir, I beg to inform you that I have agreed to grant to Mr Martin (a Resident Settler lately arrived per *Hymalaya*) a lease of Colonial Reserve 340 and Company's Section 336 (both Town Sections) for 14 years (determinable at 7 years, at Mr Martin's option) rent free the first year, and at the rent of £3 10s per annum for each section during the remainder of the Term; with liberty to purchase during the term at the price of £35 per Section. The above Sections together with the unsold Sections 334 and 338 form a block fronting on Bridge Street, and Mr Martin is desirous of obtaining similar terms for those unsold Sections, hoping that the Court of Directors will allow them to be withdrawn from the Wheel for this purpose. If such a course should consist with the views of the Court I beg to recommend that it be pursued in this instance, as Mr Martin appears, both in knowledge of business, capital, and all other qualifications of a Settler, to be one of the most valuable who have yet reached the Settlement, and one whose operations it is desirable to assist as much as possible. Till the decision of the Court can be received I have permitted Mr Martin to occupy the unsold Sections rent free. This being the first instance in which I have been required to fix a price for Town Sections, I have had some difficulty in coming to a determination on the subject. The valuations put upon the lands in this Settlement by the Principal Surveyor at an earlier period are very much higher than existing circumstances would justify. The sales effected by private parties have been so few as to afford no criterion. I beg to enclose a statement on the subject, obligingly furnished by Messrs Fell and Seymour, auctioneers, who have effected the only public sales which have taken place in the Settlement. The result of the

recent attempts to sell referred to in this statement, will I hope satisfy the Court that the prices put upon the Sections, agreed to be let to Mr Martin, are not lower than the state of the market indicates as fair.

Folio 71: A Synopsis of the Sales of Land by Public Auction effected or proposed in the Nelson Settlement of New Zealand, from its commencement until 01 Mar 1844 compiled by Alfred Fell & Co.

Date of Sale: 19 Nov 1842
 Description: Town Section, Suburban, Rural
 District or Locality: Trafalgar Street South, Waimea South, unselected
 Order of Choice: Town 719, Suburban 1090, Rural 3
 Number on Survey Plan: 1090, 163, -
 Vendor: Mr J. Wilkinson
 Purchaser: -
 Quantity in each Lot: Whole Sections
 Upset Price: -
 Purchase Money: -
 Bought in at: -
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: It was not anticipated that these lots would sell, the Vendor was nevertheless desirous of ascertaining the amount which would be given.

Date of Sale: 23 Dec 1842
 Description: Town Section
 District or Locality: Hastings Street
 Order of Choice: 504
 Number on Survey Plan: 79
 Vendor: Mr W. Bishop
 Purchaser: Harry Hughlings and Capt More
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: £22
 Bought in at: -
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: Instructions to sell without reserve

Date of Sale: 10 Feb 1843
 Description: Town Section, Suburban, Rural
 District or Locality: Trafalgar Street South, Waimea South, unselected
 Order of Choice: Town 719, Suburban 1090, Rural 3
 Number on Survey Plan: 1090, 163, -
 Vendor: Mr J. Wilkinson
 Purchaser: Town 719 H. A. Thompson Esq., Protector of Aborigines
 Purchaser: Suburban 163 W. T. J. Thompson, surveyor
 Quantity in each Lot: Whole Section
 Upset Price: Rural 3 - £400
 Purchase Money: Town 719 - £30; Suburban 1090 - £40
 Bought in at: Rural 3 - £400
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: Instructions to sell without reserve
 Mr Thompson purchased in order to obtain an approach to two Native Reserves which were inaccessible but through this Section, the hills being so very steep. Instructions not to sell Rural 3 under £400, it being presumed that this early choice would command one of the Coal Sections in Massacre Bay.

Date of Sale: 10 May 1843
 Description: Suburban Section
 District or Locality: Waimea South
 Order of Choice: 280
 Number on Survey Plan: 1
 Vendor: Mr Jos. Fisher
 Purchaser: not sold
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: -
 Bought in at: no bidding
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: This Section was divided into lots of five acres each; and it was expected that they would realise _ per acre

Date of Sale: 31 May 1843
 Description: Suburban Section
 District or Locality: Suburban South
 Order of Choice: 817
 Number on Survey Plan: 8
 Vendor: Mr ... original purchaser
 Purchaser: not sold
 Quantity in each Lot: Part of Section
 Upset Price: -
 Purchase Money: -
 Bought in at: 10s per acre
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: This Section was laid out in lots of three or more acres, according to the nature of the land which is all hilly and some parts very steep.

Date of Sale: 12 Jun 1843
 Description: Suburban Section
 District or Locality: Motuaka
 Order of Choice: 109
 Number on Survey Plan: 155
 Vendor: The New Zealand Company
 Purchaser: Messrs Thomas Richards, Farrer and Edward Fearon
 Quantity in each Lot: Whole of Section
 Upset Price: £190
 Purchase Money: £200
 Bought in at: -
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: -

Date of Sale: 16 Jun 1843
 Description: Suburban Section
 District or Locality: Suburban South
 Order of Choice: 45
 Number on Survey Plan: 48
 Vendor: New Zealand Company
 Purchaser: Messrs Thomas and John Ward
 Quantity in each Lot: Whole Section
 Upset Price: £150
 Purchase Money: £160
 Bought in at: -
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: -

Date of Sale: 02 Sep 1843
 Description: Suburban Section
 District or Locality: Suburban South
 Order of Choice: 817
 Number on Survey Plan: 8
 Vendor: Mr ..., original purchaser
 Purchaser: Lot 1 not sold
 Purchaser: Lot 2 Samuel Wells
 Purchaser: Lot 3 Alfred Fell
 Purchaser: Lot 4 Alfred Fell
 Quantity in each Lot: Lot 1 (3 acres), Lot 2 (3a), Lot 3 (14a), Lot 4 (14a)
 Upset Price: -
 Purchase Money: Lot 2 (25s per acre), Lot 3 (16s), Lot 4 (10s 6d)
 Bought in at: Lot 1 (30s per acre)
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: Part of this Section had been already sold by private contract at £3 per acre and was occupied – the land all hilly and most part, steep – water and some wood.

Date of Sale: 02 Sep 1843
 Description: Town Section
 District or Locality: Cambria Street
 Order of Choice: 690
 Number on Survey Plan: 270
 Vendor: Mr ..., original purchaser
 Purchaser: -
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: -
 Bought in at: £30
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: A home and outbuildings were erected on this Section which was partially well fenced, good water, but no wood.

Date of Sale: 06 Nov 1843
 Description: Town Section, Rural
 District or Locality: Waimea Road
 Order of Choice: Town 934, Rural 101
 Number on Survey Plan: 1000
 Vendor: Mr Robert Howroyd
 Purchaser: Town 934 George White, Esq., Police Magistrate
 Purchaser: Rural 101 Mr Davison, surveyor
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: Town 934 - £66, Rural 101 - £70
 Bought in at: -
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: A good house, stables, cowhouses, cart shed & fold yard were erected on this Section which was very well fenced and brought into good cultivation. The lot included the crop and paid trees. The Vendor of these lots, at some time sold his stock of cattle &c with all his effects. His Suburban Section he had previously disposed of. He has since left the Colony, for England via Sydney.

Date of Sale: 08 Nov 1843
 Description: Town Section
 District or Locality: Waimea Street
 Order of Choice: 449
 Number on Survey Plan: 665
 Vendor: Mr Weightman
 Purchaser: -
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: -
 Bought in at: £23
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: This lot was subsequently sold by private contract for £25

Date of Sale: 13 Dec 1843
 Description: Town Section
 District or Locality: Van Dieman's Street
 Order of Choice: 802
 Number on Survey Plan: 1089
 Vendor: Mr Titchener – original purchaser H. A. Thompson Esq.
 Purchaser: -
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: -
 Bought in at: £3 5s
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: This Section was sold by Mr T for £120 cash!!

Date of Sale: 13 Dec 1843
 Description: Rural Sections
 District or Locality: Unselected
 Order of Choice: Rural 298 and Rural 813
 Number on Survey Plan: -
 Vendor: Philip Vallé Esq.
 Purchaser: Rural 298 A. McShane Esq, Immigration Agent
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: £52 10s
 Bought in at: Rural 813 - £30
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: Rural 813 – the highest bidding was £20

Date of Sale: 20 Jan 1844
 Description: Suburban Section
 District or Locality: Waimea South
 Order of Choice: 868
 Number on Survey Plan: 159
 Vendor: Mr T. N. Traver
 Purchaser: -
 Quantity in each Lot: Whole Section
 Upset Price: -
 Purchase Money: -
 Bought in at: No bidding
 By whom sold: Alfred Fell & Co.
 Remarks offered in explanation: -

Date of Sale:	20 Jan 1844
Description:	Town Section
District or Locality:	Corner of Wellington and Waimea Streets
Order of Choice:	157
Number on Survey Plan:	669
Vendor:	Mr Thop
Purchaser:	-
Quantity in each Lot:	Whole Section
Upset Price:	£20
Purchase Money:	-
Bought in at:	no bidding
By whom sold:	Alfred Fell & Co.
Remarks offered in explanation:	-

For the purpose of affording a means of forming a more accurate opinion of these Sales, we have ventured to attach a few explanatory remarks – and may add as information that no other sales of land by auction than those placed in our hands have been effected in the Colony.

Folio 74: Nelson 04 Mar 1844 William Fox to Colonel Wakefield

Sir, I beg to acknowledge the receipt (through the Secretary) of a copy of his Despatch, to your address (No.68 dated 31 Aug 1843) authorizing the Resident Agent of this Settlement to grant leases of the Company's Reserved Sections with purchasing clauses. A few of the Company's Reserves have been already let on lease without a purchasing clause. Most of these leases were granted under the directions of the late Resident Agent. I enclose a statement of the leases so granted. I also enclose a statement of Colonial Reserves which have been leased on terms of which an abstract is also enclosed. There is not at present any demand for Cash sales of Colonial Reserves, or indeed of any other lands – and the plan on which these sections have been disposed of was devised with the view of promoting the occupation of land by small cultivators, who are generally very unwilling to take leases without a purchasing clause, and not in circumstances to make cash purchases. The Colonial Reserves were (till the recent arrival of instructions to deal in a similar manner with the Company's Reserves) the only sections which could be so appropriated, and though the method is not in strict accordance with the plan originally devised for the sale of these sections, the unforeseen circumstances of the Settlement rendered it necessary to resort to it. The prices put upon the Reserves on these deferred terms of purchase are at a very high valuation, and if the purchases are duly completed it will I believe prove as beneficial a method of disposing of these lands as that previously intended – if on the other hand the purchasers fail to complete, the sections will revert to the Company more or less improved by cultivation. In one or two instances parties have taken leases at will of portions of unsold sections, liable of course to ejection at a moment's notice, and without compensation. I also enclose a statement of money paid into the bank here, an account of Rents received in respect of the various lands above alluded to.

Folio 76: J. Greaves 22 Feb 1844

The Company's Sections 147 and 148 Waimea South and 97, 165 and 166 Moutere are let in five or ten acre lots on the following terms, namely three first years for nothing, 4s an acre for the next four years and the Tenants have liberty to renew their leases for another seven years at a valuation; in making the valuation, the referees are not to take into consideration the improvements to the land by the Tenants building on or cultivating it and are not to fix the rent at a higher sum than 10s an acre per annum. The Tenants are the first seven years to break up and cultivate each year one tenth of the land taken by them and are not to sell or part with their interest in the property without the consent of the Company. Part of Section No.71 Waimea South is let in small lots, two years free, 5s an acre next five years afterwards at a valuation not exceeding 12s an acre; other terms as above.

No.7 Brook Street Valléy is let in small lots at 10s an acre – one year free
 No.8 Brook Street Valléy is let in small lots at 8s an acre – 18 months free
 No.10 Brook Street Valléy is let in small lots at 7s an acre – two years free

The last three sections are let on 14 years lease and Tenants to break up and cultivate one tenth of the land every year for seven years if there is sufficient cultivatable land and not to sell or part with their interest in the property without the consent of the Company.

No.6 Brook Street Valléy will be let in one lot but the terms are not finally settled with the occupier.

No.129 Waimea West let to Mr Kerr, rent free first year, term seven years, Rent £25 per annum with a right of renewal on the same terms for another seven years except as to such part as the Company may be desirous of letting or reserving for building purposes.

Of the Company's Town Acres - No.173 is at present let at 10s a foot frontage, 30ft of 201 at 7s a foot. Part of Town acre No.208 at an average of 6s a foot, 65ft of No.71 at 12s 6d per foot. Most of Town acre No.204 has been let; that part which is in Hardy Street 4s a foot. In Tasman Street 57 feet deep at 2s a foot. Part of Section 155 as lately been let at 8s a foot. Fourteen year leases are granted if wooden houses are to be erected and 21 year leases for brick buildings. Such of the Town Sections as have been let for cultivation (nearly all of them being wood land) have been let on average of about £12 an acre per annum.

A temporary lease of 40ft of Colonial Section No.12 has been granted to a person who occupied it for a tavern before selection of Town lands at £1 per foot, since reduced to £25 per annum; some three of four other temporary leases have been granted for buildings on Colonial Town Sections and several have been let and agreed to be sold for purposes of cultivation.

A temporary lease has also been granted of a part of an Unsold acre on which a tavern was erected before selection of Town lands. Although the Company's tenants are a very good average yet they are for the most part unable to pay the amount of rent to which they are liable and no doubt a very considerable deduction must be made by the Company as well as by private individuals.

Private proprietors have on an average made or will I expect have to make (except on leases granted very recently) a deduction of one third on Building land and two thirds on Garden Ground and I should think as great a deduction as this, on condition of punctual payment, should be made to the Company's Tenantry; and even then it will be very difficult to collect much rent in proportion to the amount due.

Folio 78: J. Greaves 18 Dec 1843

Particulars of Colonial Sections which have been sold or let.

99 Suburban South, let to Mr Jonas Brown Ryder for ten years from 29 Feb 1843. Rent free first four years, £12 10s per annum afterwards. Tenant to purchase for £300 during the term, and to expend in Machinery buildings and works for dressing flax £500.

51 Suburban South, sold to Messrs Ward for £175 cash.

32 Waimea South, Mr Beit is in treaty for exchanging one of his Suburban Sections for this

133 Waimea West, sold to R. Durrant and nine others for £200; no interest to be charged for two first years from 25 Dec 1843 afterwards £10 per cent per annum, and to pay for the Section £50 per annum from 25 Dec 1845. Tenants to clear and cultivate five acres each year.

136 Waimea West, sold to Mr Kerr for £250 to be paid in five years from 29 Sep 1843 without interest.

135 Waimea West, sold to Messrs Cook for £192 including interest to be paid within two years from 24 Dec 1842. Messrs Cook to build a substantial farm house, and laborers cottage on the Section.

5 Waimea West exchanged with Mr Hipplesley for 22 Waimea West
155 Motueka sold to Messrs Fearon for £200 cash

69 Motueka sold to Mr A. L. G. Campbell and others for £200; one fourth of the purchase money was to have been paid down, on the 29th September 1843, and the remainder at £50 per annum but the parties have been released from the payment of the £50 down.

I believe another party have agreed for a Section in the Riwaka Valléy, on the same terms as No.69.

14 Waimea East, agreed to be exchanged with Messrs Cook for No.110 Waimea East and £17 10s cash.

17 Suburban North, sold to J. K. Carter and others for £170, to be paid for in three years from 31 Aug 1843: interest at £10 per cent in the meantime: Tenants to break up and cultivate five acres per annum.

21 Suburban North, sold to Mr Tod for £140 to be paid in three years from 22 Jul 1843, interest at £10 per cent in the meantime. Tenant to break up and cultivate ten acres first year.

Several Colonial acres, and portions of acres in the Town have been let on Temporary leases, but no agreement for sale has been signed, a treaty has however been entered into for sale of one of them, for the purpose of salt making.

Folio 80:

The price of suburban sections, which are Colonial Reserves, and sold on credit, is fixed at a considerable higher sum for purchase than could be obtained from any purchase for cash in the Colony. The land is let for a short period – on an average about five years, determinable on the premises being sold under the provisions of the deed. The Lessee covenants to pay rent for the premises at the rate of 10 per cent on the purchase money, usually however rent free in bush land for two years, fern land one year, afterwards at the rate of £10 per centum per annum on the purchase money. To pay all taxes and rates – not to part with his interest in the premises without consent. To break up and cultivate one tenth of the Section each year or until the land shall be sold. To use the land in an husbandlike manner. To bid up to the amount of the purchase money agreed upon at any auction of the section that shall be held during the period of the Tenancy, at the request of the Tenant, or that shall be held of the premises after the expiration of the Tenancy, at the request of the Tenant or any other person. There is the usual proviso for re-entry on the premises on non-payment of rent, or breach of covenant. And a covenant from the Company not to put up the premises to auction, or sell them during the term unless at the request of the Tenant or his representatives. And to return to the Tenant the amount he shall bid and pay for the Section during the Tenancy beyond the sum fixed upon as the purchase money. When a Section is sold on credit to more than one person they have an agreement amongst themselves to divide the land.

Folio 82: An account of Money paid into the Bank for the New Zealand Company by J. Greaves to 21 Feb 1844 the account in the Bank pass book entitled No.2 being for the Company's reserves, No.3 the Colonials and No.4 the unsold acres.

Paid into No.2 Account

05 Oct 1842 (£20), 17 Nov 1842 (£20), 25 Jan 1843 (£20), 06 Apr 1843 (£2 3s 4d), 12 Jun 1843 (£26 7s 3d), 19 Jan 1844 (£56 12s 6d) – Total £145 3s 1d

Paid into No.3 Account

14 Nov 1842 (£9 6s), 17 Nov 1842 (£5), 06 Feb 1843 (£8 10s), 06 Apr 1843 (£9 10s), 05 Dec 1843 (£5 14s) – Total £38

Paid into No.4 Account

11 Feb 1843 (£5 14s)

Total of Accounts 2, 3 and 4 £188 17s 1d

Folio 83: Nelson 15 Mar 1844 William Fox to Colonel Wakefield

Sir, I have to inform you that Mr Vallé the Superintendent of Public Works in this Settlement has resigned that office, and that I have appointed Mr T. J. Thompson as his successor at the same salary viz £200 per annum, and 2s 6d per day for forage for a horse. The appointment determinable on a month's notice. I have already in a private letter to yourself adverted to the impossibility of one officer superintending this department without the aid of a horse, and I stated that on the disallowance by yourself of Mr Thompson's previous appointment as assistant Superintendent I had found it necessary to allow Mr Vallé forage money, on his undertaking the office without assistance. The office is a very laborious one, and requires the entire time and attention of the Superintendent.

Folio 85: Nelson 25 Mar 1844 William Fox to Colonel Wakefield

Sir, I beg to forward the Statistical Returns for this Settlement (as requested by your despatch of last year). They have been prepared as fully as possible, and their accuracy may be relied upon.

Folio 87: Nelson Settlement – taken the last week in Oct 1843 General Summary

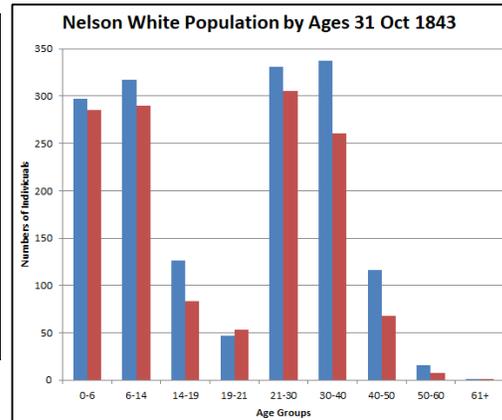
No.1 Population

White Population – In the Town (948 males, 857 females); At detached villages (640 m, 497 f); total 1588 males plus 1354 females = 2942. The number of Natives and Half Castes resident within the surveyed limits of the Settlement has not been ascertained with great precision but it does not appear to exceed 300. [In pencil: Published in New Zealand Journal page 497 excepting the remarks.]

Folio 88

No.2 Population – Division of White population by ages

Ages	Males	Females	Total
From 1 day to 6 years	297	285	582
6 to 14yrs	317	290	607
14 to 19yrs	126	83	209
19 to 21yrs	47	53	100
21 to 30yrs	331	305	636
30 to 40yrs	337	261	598
40 to 50yrs	116	68	184
50 to 60yrs	16	8	24
Above 60	1	1	2
Totals	1588	1354	2942



No.3 Population – Married and Unmarried Persons

Married couples with families – 517; without families – 100

Unmarried persons – bachelors (196), spinsters (130), widowers (23), widows (24) – total 373

Bachelors include all single men above 19 years of age; spinsters includes all single women above the age of 15. Two of the Widows may be considered unmarriageable from age; the remaining 22 are generally young; many of them are the relicts of men killed at the Wairau.

Proportion of married to unmarried persons with reference to Population

3 1/3 nearly with reference to the adult Population; 4/9 nearly with reference to whole population

Folio 89

No.4 Population – Religious Persuasions

Denominations	Males	Females	Total
Established Church of England	806	709	1515
Roman Catholics	102	87	189
Christians of other denominations	615	585	1200
Jews	2	1	3
Religion not ascertained	23	12	35
Total	1548	1394	2942

No.5 Population – Trades and Professions

Capitalists farming their own land	52	
Capitalists leasing land	31	
Capitalists employing laborers	95	This item not published
Farm laborers & servants (males)	323	
Domestic servants (males)	2	
Domestic servants (females)	81	
Lawyers of all grades	8	
Medical Practitioners	9	
Clergymen and Priests	4	
Other Professions	70	
Storekeepers & Tradesmen (viz Bakers &c)	132	
Artizans (viz Carpenters, Bricklayers, Smiths &c)	272	
TOTAL	1095	

No.6 Population – Births - Period 01 Jan 1842 to 31 Oct 1843

Legitimate – Males (102), Females (108); Illegitimate – Female (1) Total: 211

Stillborn – Males (2), Females (2); Twins – Males (3), Females (3)

No.7 Population – 28 Marriages – Period 01 Feb 1842 to 31 Oct 1843No.8 Population – Deaths - Period 01 Jan 1842 to 31 Oct 1843

Males (26), Females (41) – total 67

4/5 of the mortality occurred in 1842. The 22 men killed at the Wairau are not included.

Folio 90

No.9 Houses &c (Nelson Settlement)

Description and cost of building	In the Town	At detached villages	Total	Remarks
Houses built on European plan	413	191	604	Viz Brick, wooden & mud with brick chimneys
Houses built on Native	39	76	115	Raupo & Toi Toi Warriees
Warehouses & shops not included in the above	13	8	21	
Villages* & Workshops	7	17	24	* a literal copy not comprehending
Wind, Water & Steam Mills		3	3	
Public buildings	15		15	
Estimated cost of Habitations	£19,864	£4,810	£24,674	
Estimated cost of other buildings	£4,790	£1,715 10s	£6,505 10s	
Number of householders	439	264	703	
Number of proprietors of buildings	377	240	617	

No.10 Live Stock (Nelson Settlement)

Draught & Farm horses (21) exclusive of colts and fillies, in number from 15 to 20
Pleasure horses (21), Grazing cattle (439), Sheep (1130), Goats (117), Swine (1152), Heads of Poultry (2202), Asses & Mules (0), Working Oxen (121).
Subsequently about 1,000 sheep, 12 mules, 20 horses and two Timor Ponies imported and more cargoes expected both of sheep and cattle.

Nelson Examiner and New Zealand Chronicle 16 Dec 1843
Arrived 09 Dec Brigantine *Star of China* from Sydney. Passengers – Mr Burley, Mr Hoare and Mr Perry. Cargo – twelve wethers that immediately sold for 30s each and two beautiful Timor ponies, landed in excellent condition.

No.11 Land (Nelson Settlement)

Cleared land (723 acres); Land under cultivation (673a); Arable land (540a); Meadow land (0); Garden land (133a); Pasture land (22,400a surveyed at present)
Land built upon – could not be ascertained without great labour and expense

Average expense of clearing wild land per acre, viz Forest land - £7 – chopping, logging, burning, grubbing, removing roots near the stume (which is left in)

Average expense for clearing fern land – 10s – cutting and burning

Average expense for clearing other kinds of land – 10s – cutting flax, bulrushes &c, grubbing roots occasionally

Length of roads completed or in progress – 50 miles – exclusive of streets

Average expense per mile of road - £146 12s

Average of acres surveyed – 175,450 (45,200 wood; 107,850 fern; 22,400 grass)

No.12 Ships (belonging to the Nelson Settlement)

Six ships (tonnage 126) – five built in the settlement (tonnage 88)

The vessels built in the Settlement are the *Erin* schooner of 20 tons; the *Enterprize* cutter, 8 tons; the *Carbon* schooner, 25 tons; the *Hyndus* lugger, 20 tons and the *Moonraker*, cutter, 15 tons.

The number of the vessels which have arrived at the Port of Nelson from the establishment of the Settlement (dating from Nov 1841) to the end of 1843, was exactly 100, consisting of as follows: Ships (11), Barques (25), Brigs (11), Brigantines and Schooners (47), Cutters (6) – with a tonnage of 22,475

Folio 91:

No.13 Taxes (Nelson Settlement)

Customs for 1843 about £3,000; for 1842 £1,356 5s 6d

License Fees, Fines &c about £600 for 1843 – unusually low in consequence of so few Publicans taking out licences

Land (none), Excise (none), Harbour dues (none), Post Office (can't be ascertained at present), Roads (none)

The greater part of the Revenue of the Settlement has hitherto gone in the local expense of Government. These for the year 1843, were about £2,300, the sum estimated for 1844 is £3,300. The excess of the local Revenue over the local expenditure goes towards the expenses of the general Colonial Government.

No.14 Banks (Nelson Settlement)

Branch Union Bank of Australia – not chartered – amount of capital paid up £780,515 – credit on Parent Institution unlimited – amount of last dividend 10 per cent – annual expense of establishment (can't be obtained) – Amount of deposits bearing Interest and rate allowed? (No interest allowed) – Amount of Bills discounted in the year and average rate of discount charged? (rate of discount 10 per cent) – Circulation in Nelson £7,000 to £8,000 in £5 and £1 notes – Amount of specie in Bank? (can't be ascertained).

No.15 Rates of Interest (in the year 1843)

On security of land or goods (10 per cent); On personal security (10 per cent). The rate has not varied hitherto.

No.16 Rates of Exchange (in the year 1843)

On England – five and three per cent; On Sydney – three per cent. The rate of exchange has not been varied. The New Zealand Company's paper on England being the only exception viz three per cent.

Folio 92:

No.17 Education (Nelson Settlement)

No.1 School: Pupils – males (64), females (59) – total 123

This school is both a day and Sunday school. A new and elegant school house, with residence for a master &c, is now in contemplation for this School, which is in connection with the Church of England. The cost which will probably exceed £500 will be defrayed, one half by the Bishop of New Zealand, the other by local subscription. Schools in connection with the Church will likewise be established in other parts of the Settlement shortly.

No.2 School: Pupils – males (15), females (15) – total 30

This school is in connection with the Wesleyan congregation and is both a day and Sunday school. There are 60 Sunday school scholars.

No.3 School: Pupils – males (50), females (34) – total 84

This School in a great measure fills the place of the late British and Foreign School, started by subscription shortly after the arrival of the first Settlers, but which not being properly managed or supported, lately ceased to exist. It is both a day and Sunday school, having a mistress to teach the girls in the former, but it is not in connection with any particular class of religionists. The Sunday Scholars number upwards of 200, more than one half of whom are girls. A new and commodious School house is being built for its accommodation, in Tasman Street.

A Grammar School has been begun by the Rev H. Butt. The present numbers of pupils is six. Girls Schools are also conducted by Mrs Jenkins and the Misses Fyfe. Number of scholars in both about 18.

Sunday Schools exist in the West Waimea, South Waimea and Motueka districts. The first is associated with the church lately built in that district and numbers 20 scholars; the second is in connection with chapel built by a number of working men settled there, of the Primitive Methodist persuasion and has usually about 40 scholars; that in the Motueka, which has likewise been started by the labouring settlers of the district, 33 scholars (of both sexes). The Books sent out in the Company's vessels for the use of the Emigrants on board, have been distributed amongst the different Schools of the Settlement, and are generally much approved and very serviceable.

No.18 Crime and Punishment from 01 Aug 1842 to 31 Jul 1843

Committals for trial by Courts of Criminal Jurisdiction to be holden at Nelson

Males (15), females (1) – three crimes against the person, 13 against property

Results of Summary Proceedings - Acquitted – Males (19), Females (1); Convicted – Males (27), Females (3 – two of them were Native women)

Folio 95: Nelson 02 Apr 1844 William Fox to Colonel Wakefield

Sir, Mr Rowe, a resident proprietor in this Settlement, who has been cultivating a portion of his accommodation Section No.12 Suburban South during the past year has applied to me for permission to exchange that section for one selected under a later Order of choice. Mr Rowe alleges that his present Section is unfit for cultivation, a certificate of which he has furnished signed by a practical farmer, and which I enclose.

Folio 97: Nelson 28 Mar 1844 W. Dickinson to Albury Hill

I do hereby certify that I have examined the section of accommodation Land No.12 Suburban South belonging to Mr Roe and in my opinion it is unfit for general agricultural purposes.

Folio 99: Nelson 11 Apr 1844 William Fox to Colonel Wakefield

Sir, An application has been made to me by the Wesleyan day and Sunday School Committee for an advance of £80 from the fund for religious purposes in this Settlement; they (including the Rev Mr Aldred the Wesleyan Minister here) undertaking that the amount shall be deducted from any sum awarded to the Wesleyan body under the recommendation of the late Resident Agent, already referred to the Court of Directors. The Wesleyans are not absolutely without school accommodation, having a large Chapel recently erected, which is available for the purpose of a school, but not situated in the most populous part of the town, which induces them to wish for the means of erecting one nearer the residences of the scholars. I have informed Mr Aldred of your opinion of the propriety of such applications being referred to the Court of Directors, and have declined making an advance on my own responsibility but at Mr Aldred's request I now refer the matter to yourself.

Folio 101: Nelson 21 Apr 1844 William Fox to Colonel Wakefield

Sir, I have to inform you that the engagements of the assistant surveyors in this Settlement being about to terminate at the ensuing Michaelmas, according to the construction put by the late Resident Agent and the Principal Surveyor upon their agreements, notice of the fact was previously given to them, and they were required to have the surveys, on which they were engaged, completed by the time when their engagements would expire. Among the others such notice was given to Mr Duffey on the 10th July 1843. At the period mentioned as the termination of Mr Duffey's engagement (Michaelmas 1843) that gentleman returned to Nelson from Massacre Bay where he had been engaged in surveying the Takaka district, and shortly after I received an intimation from him that according to his construction of his agreement with the New Zealand Company, he considered that body bound to retain him in its employment till the surveys of the Nelson Settlement should be complete, which it had become apparent from our inability to obtain peaceable possession of the Wairau plains might prove a remote period. At the same time I received Reports (copies of which I enclose) from the Principal Surveyor Mr Tuckett on the progress of Mr Duffey's Survey so adverse to that gentleman that I felt bound to withhold his Quarter's salary then due to him; and on his pressing the obligation of the Company to retain him in its employment, I intimated to him that supposing his construction of the agreement to be correct (I think the construction was ambiguous) I should hold him discharged on the ground of non-performance of duty as reported by his superior officer. Mr Duffey then put the matter into the hands of his solicitor, who demanded a reference to arbitration under a provisional clause to that effect in the agreement and the whole matter including both the construction of the agreement and the merits of the survey, was accordingly referred to Mr McDonald of the Union Bank on behalf of the Company and Mr Domett a Barrister on behalf of Mr Duffey; who appointed Dr Monro umpire in case of difference between them. I enclose a copy of the award of the arbitrators, by which they decide the construction of the agreement to be in favour of the Company (thereby putting an end to Mr Duffey's engagement from the 30th September 1843) and on the merits of the survey and other charges of disobedience and neglect preferred by Mr Tuckett. They decide in Mr Duffey's favour, awarding him payment of the Quarter's salary withheld by me, the allotment of land referred to in his agreement with the Company and twelve pounds for some expenses contingent to the Survey. The entire costs of the reference were also given against the Company; but with this part of the award I have thought proper to decline complying for the following reasons – 1st because the arbitration clause in Mr Duffey's agreement with the Company, under which the reference was made is silent as to costs and therefore in strict law the arbitrators had no power to award them, of which Mr Duffey's solicitor is satisfied; 2^{ndly} because the merits of the award being divided (the question of construction being decided in favour of the Company) I saw no reason why the Company should bear the whole costs – it appearing more equitable that in such a case each party should pay his own. My subsequent personal inspection of the Massacre Bay survey in company with Mr Stephens now Principal Surveyor, satisfied me that in refusing Mr Duffey his costs I have acted with no unnecessary severity. Circumstances which it is unnecessary to advert to further probably prevented Mr Tuckett from fully substantiating his charges before the arbitrators; but my own strong opinion after inspecting the survey is that they were substantially well grounded.

Folio 104: Survey Office, Nelson 06 Oct 1843 Frederick Tuckett to William Fox

Sir, I have just received Reports for the months of August and September of the progress of the survey in the Takaka district executed by Mr Duffey, 1st assistant surveyor of Nelson survey. In the last four weeks it appears that he has only employed his party on the Survey, for one day and three quarters – that in the week ending the 16th September, continued rains and the flooded state of the river were the obstacles. In the week ending the 23rd the same circumstances prevented their returning to the survey and their crossing the river (although possessing two boats, one a small punt). In the week ending September 30th the ground being still flooded nothing was done. Hence it appears that the survey has already been extended beyond the limits of available and desirable land, and that what has latterly been surveyed is ineligible, and such as, in my letter dated July 19th I particularly directed should not be included in the survey. I have always considered the Ourere district as more liable to inundation during heavy rains than the Takaka, and this is indubitably a fact. The former district is now being surveyed by a contractor, Mr Budge, his assistant, Mr Watts, now here, informs me that they have not been prevented from proceeding daily with the survey, either by rain or floods, rain has been frequent there, but not to stop them from work, and floods have not occurred to create any impediment. On the 23rd June, Mr Duffey writes me as follows – “Next week I expect to complete my staking up to 180 sections.” In the Report for August and September he omits to inform me the number of sections completed. His plan shews 185. Making every allowance for many interruptions from rumours of hostile movements on the part of the Natives, and frequent occurrence of heavy rains, I cannot consider that the progress of the survey, has been commensurate with the means and opportunities at his disposal especially during the past four months. On the 11th July Mr Duffey writes to me – “the following men left the survey yesterday morning owing to my orders to proceed with the survey, viz Brydone, Spittle, Gillett, Hughes and Aldaway, you will perceive, I have only one man left on the survey.” At the same time Mr Musgrave, 2nd assistant surveyor, and Mr Arnold an Improver also left the District, tending to me their resignation of their employment under the New Zealand Company, notwithstanding its pecuniary value and importance to them, because of Mr Duffey’s violent and uncontrolled temper coupled with intemperate language, rendering their situations insupportable. Their proffered resignation of office I was glad on other grounds to accept and did not think fit to institute an inquiry into the case, although had it been done, and their statement sustained; in justice to them as well as to his employers, the 1st assistant surveyor, Mr Duffey, must then have been dismissed, as an impediment to the progress of the survey. Capt Wakefield, our late Agent, instructed me to inform the assistant surveyors that their engagements with the New Zealand Company would terminate absolutely in April, and in July, and more recently reminding them of the same I have directed that the men employed on the several surveys should be discharged, and all instruments tools and materials, the property of the New Zealand Company under the care of the surveyors should be delivered to me, at the office at Nelson, with the plans of the several surveys. Mr Stephens, senior 1st assistant surveyor, has acknowledged the termination of his engagement with the Company agreeably to the communication made to him. He has sent in the theodolite which he used, and writes to me to say that in a few days he will bring me the plans &c. It was the judgment and intention of the late Resident Agent, to have dismissed the surveyors in April, they were however at my request retained in pay until September, on their own account, not for the interest of the survey. The principal Agent Col Wakefield has considered and confirmed the decision of the late Resident Agent on this subject. I beg further to state that I consider the survey of the Takaka as already stopped, and do not recognize, nor am I responsible for the proceedings of any party who may proceed with the survey there, subsequent to the 30th of September. Mr Duffey has the care of two boats the property of the New Zealand Company.

Folio 107: Survey Office, Nelson 30 Oct 1843 Frederick Tuckett to William Fox

Sir, Since my last Report, I have examined that portion of the Valléy of the Takaka District, recently executed by Mr Duffey, the remarks which I then made thereon were founded on an analysis of Mr Duffey’s own Report. Therein I stated that the number of sections staked was not reported I assumed it to be one hundred and eighty five, the plan shewing 180, there are only two others surveyed and those but partially staked. I am informed by Mr Budge that prior to leaving this survey in May he had executed the survey of sections along the road line AB (wide

plan) as far as Section No.175, ready for staking but without staking any beyond his station – On Section No.30 or the adjoining section No.110, the work which he did may be fairly estimated as being equal to the completion of five of the sections subsequently reported as completed. I believe that Mr Musgrave had traversed a portion of the banks of the rivers Takaka and Waikaro, and run some of the boundary lines of sections contained between these two rivers, about equal in amount of progress at the time of Mr Budge leaving the survey to the completion of four sections. Mr Musgrave's absence from town prevents my referring to him for information, and Mr Duffey's reports omitting the numerals as well as the number of the sections successively staked leaves the question open to surmise. The sections then which have been surveyed and staked by Mr Duffey since the 1st week in May during a period of four months and three weeks, I estimate as equal to twenty one.

Numerals 173-180 = numbers 1 to 8

Numerals 181 and 185 – incomplete, equal to one = number 9

Numerals 125-130 = numbers 10 to 15

Numerals 167-172 = numbers 16 to 21

Of these sections the frontage stakes on the road lines AB cannot be found, even by the man who staked the sections, as far as they have been staked, as follows 180/179 – 179/176 – 176/175 owing to Mr Duffey's having neglected to cut offset lines from the outline A across the roadway to the imaginary line B, as required and hitherto done. I do not believe these stakes have ever been driven; be this as it may, the survey cannot be examined by a proprietor for the purpose of selection in its present state. The same omission occurs at 124/121, 127/124. There are no stakes for 171 on the line F, this line appears not to have been measured and is scarcely passible, and has not been carried to the river as shewn in the plan but terminates on the bank of a tributary stream, probably 10 chains distance from the river. The boundary lines of 169/171 on to 170 is ranged but not cut so as to be discernible or correctly measured. The same objection applies to such boundary lines, not being road lines, which are set off and ranged but not cut from the line E to the river Waikaro. The boundary stake 172 on the river is placed at the extremity of a line which does not range with that on which the stakes 128 and 129 are driven. Mr Duffey as also the other Company's surveyors have been in the practice of cutting survey lines wider than has been the practice of the contracting Surveyors, but these lines of which I here complain, as well as the other omissions specified in this survey would, had the survey been executed in such manner by contract, have cost the contractors the expenses of my journey to examine it, and salary for the time, and payment would have been withheld until it should be amended. Further I would observe that whereas Mr Duffey with the assistance of a surveyor and two Improvers, and nine men (for more than half the time in which he worked) completed 21 Sections. Mr Budge in the same time in four months three weeks had completed 50 sections and extended his survey lines beyond equal to the completion of 60 Sections; employing one Improver and five men. The expenses of this survey for the same period will I estimate not be less than £600, had it been done by contract, only £236 5s and unless executed much more to my approval it would not be paid for at all. None of the instruments, chain brands field books and other materials entrusted to the care of Mr Duffey have as yet been returned to me. If the New Zealand Company Storekeeper has received any of these things, he has not delivered them to me, or informed me of having received them.

In my last Report, I stated on the authority of Mr Budge's assistant, Mr Watts, that their survey had not been more than ordinarily interrupted by rains in the month of September. This is contradicted by Mr Budge who states that they had not more than two weeks labour in the entire month. The former statement reflecting on Mr Duffey's attention to his duties, I would counteract, but the comparison here drawn between the performance of Mr Budge as a contractor, and Mr Duffey as a salaried surveyor, in four months and three weeks is not affected. Further I am willing to test the performance of Mr Duffey's duty to his employers during the last quarter by a comparison with the previous performance in that district of Mr Budge as a salaried surveyor, allowing for the difference in the length of days, and hinderance from rain and illness, of which I have a return for each month.

Folio 110:

First we do adjudge find and determine that the said New Zealand Company have power and authority to discharge the said Thomas Duffey from the service of the said Company at the expiration of two years from his first sighting the said Islands of New Zealand on due notice thereof given and that such period having expired on the 30th of September now last past and such notice having been duly given to and acknowledged by the said Thomas Duffey he the said Thomas Duffey was and is discharged from the services of the said Company accordingly. Secondly as to the following charges of and by the said New Zealand Company their said Principal Agent or Chief Surveyor against the said Thomas Duffey to wit. That the expense of the Survey of District Suburban North in Nelson aforsaid was excessive and that the said Survey was reported as complete by the said Thomas Duffey when the same was not so. That the cost of the survey of the Valléy of the Takaka was excessive that a more than reasonable period of time was occupied by the said Thomas Duffey in surveying the said Valléy and that the work reported as complete was left in an unfinished state and that the said Thomas Duffey hath not diligently faithfully and effectually fulfilled and performed the duties of his office as such assistant surveyor according to the terms and stipulations in the said recited agreement contained. We find and determine that the expense of the survey of Suburban North was not caused by any neglect on the part of the said Thomas Duffey but was sufficiently and satisfactorily explained. And that no Report of the completion of the said Survey was ever made by the said Thomas Duffey he having been called away to superintend the survey of the Massacre Bay District of the Settlement of Nelson aforsaid previous to the completion of the said survey. And that the great expense of the survey of the said Valléy of the Takaka was caused by the great number of Improvers employed, the fewness and imperfection of the instruments furnished, the frequency of bad weather, the nature and situation of parts of the District to be surveyed and other frequent and unavoidable impediments which the said Thomas Duffey had to contend against during the period occupied in such survey. And with respect to the charge of the incompleteness of the said Survey of the said Valléy of the Takaka we find and determine that the instances brought forward to support the said charge are either disproved or unsatisfactorily explained. And further with respect to the charges of disobedience of Orders we find that of the particular orders alleged to have been disobeyed by the said Thomas Duffey some were not satisfactorily proved to have been given, some were not satisfactorily proved to have been disobeyed and the reasons given for others not having been acted upon were sufficient and satisfactory. And further with respect to the condition in the hereinbefore recited agreement contained to wit that the said Thomas Duffey should receive the land orders for the sections of the said allotment of land therein covenanted to be conveyed to the said Thomas Duffey provided the said Thomas Duffey should remain in the service of the said New Zealand Company at the time of the completion of the Surveys of the said Sections respectively. We find adjudge and determine that the effect of the said condition inasmuch as such effect would be to enable the said New Zealand Company to withhold a Rural or other Section of land so covenanted to be given from a Surveyor who had faithfully and effectually performed his duty to the said New Zealand Company must be held as well from the general tenor of the said hereinbefore recited agreement as from evidence of a contrary intention in the obligors directly brought before us to have been unforeseen and unintentional. And that the said Thomas Duffey accordingly is duly entitled to receive the said allotment of land And we direct order and determine That the said Thomas Duffey his heirs or assigns shall and do receive the said allotment of land and the Orders for the same when and so soon as the Rural Sections in the said Settlement of Nelson shall be open for choice by the purchasers of allotments of land in the said Settlement. And further we do order award and direct that the said Principal Agent of the said New Zealand Company do and shall pay into the hands of the said Thomas Duffey his executors administrator or assigns the sum of £75 for the Quarters salary ending on September the 30th now last past and also the further sum of £12 as indemnification for such costs and charges as the said Thomas Duffey has incurred or been put to in coming to Nelson on the occasion of the late alarm and also in the removal of himself and family and baggage from the said Valléy of the Takaka to Nelson aforsaid. And we do also award and order that the said Principal Agent of the said New Zealand Company shall and do pay unto Mr Shepherd, Solicitor of Nelson aforsaid upon the delivery of this our award the sum of twenty guineas for the costs of our award. And lastly we do award order and direct that the

said Principal Agent of the said New Zealand Company shall and do pay to Mr John Poynter of Nelson the Solicitor for the said Thomas Duffey within ten days next after notice in writing for that purpose given to the said Principal Agent of the said New Zealand Company or left at his usual place of abode or at the office of his Solicitor Mr Joseph Greaves of Nelson aforesaid the costs and expenses of the said Thomas Duffey in and about the said reference and of drawing and writing this our award. In witness whereof we have respectively set our hands 27 Jan 1844. Signed and published by the said Alexander McDonald and Alfred Domett in the presence of W. L. Shepherd, solicitor, Nelson and Alexander Kerr.

Folio 112: Nelson 12 Jul 1844 William Fox to Secretary, New Zealand Company

Sir, I regret to have to inform you of the death of Mr M. W. O. Burke who arrived in the Settlement by the *Theresa* and was unfortunately drowned while attempting to cross the Wairoa river during a flood on Sunday last. Mr Burke was I understand a son of Sir John Burke formerly M.P. for the County of Galway, and you will probably think it desirable to communicate the melancholy event to his family. His body was buried yesterday in the Cemetery in the Town and the Catholic service (he having been a member of the Roman Communion) was performed at the funeral, which, it may be satisfactory to his friends to know was attended by several of the most respectable settlers, including his fellow countryman, the Hon. C. A. Dillon. The property which he brought with him had been partly expended in the purchase of farming stock &c, the residue is in the Union Bank of Australia here. The whole is at present in the charge of the Police Magistrate who will take care of it till an official administrator may be appointed.

Folio 114: Wellington 28 Jun 1844 William Wakefield to Secretary, New Zealand Company

Sir, I have the honor to forward to you for submission to the Court of Directors the enclosed recommendation of the Resident Agent at Nelson that an application made by George Duppa Esq., to be allowed to exchange his land in this settlement for a proportionate quantity of accommodation land near Nelson should be favourable received. In consideration of the recommendations mentioned by Mr Fox and from my knowledge of Mr Duppa's exertions in husbandry and cattle-breeding in the Waimea, I should not have hesitated to acquiesce in their wishes on the subject of the proposal but for the strong prohibition of similar transactions by the Court without their previous sanction in each particular case, to avoid confusion in the numbers of choice still remaining in the Wheel. Being about to visit Nelson I will take the opportunity of ascertaining what sections Mr Duppa would desire in exchange for his Wellington lands and will inform you fully on the subject. In the meantime I beg to support his application. I take this occasion to notice in reply to a remark that certain numbers of despatches from the Resident Agent at Nelson and New Plymouth have not been forwarded to the Court, that those of the series omitted, have been unimportant – containing requisitions or demanding information on subjects on which it is unnecessary to trouble the Directors.

Folio 116: Nelson 18 Apr 1844 William Fox to Colonel Wakefield

Sir, I have been requested by George Duppa Esq., to apply to you for permission to exchange his land in the Settlement of Wellington for an equal quantity of accommodation land in this Settlement. Mr Duppa is not a proprietor in this Settlement but occupies Company's Reserve No.1 Waimea East, the whole of which he has brought into cultivation. He is now anxious to extend his farming operations and if he could be put in possession of some contiguous by way of exchange he will immediately commence breaking them up. The only grounds on which I am inclined to recommend exchanges even between sections in the same settlement are, either for the purpose of consolidation, or where the original section of a Resident Settler is so circumstanced in respect of location or quality, as to make it clearly unfit for immediate occupation. In these cases partly out of consideration for the Resident Settler, but more with a view to advance the cultivation of land within the settlement (a matter of vital importance at present) I feel bound to support applications for exchanges. Mr Duppa has proved so active a Settler and has expended so much capital in the settlement, that I hope if it is possible his wishes will meet your acquiescence.

Folio 120: Nelson 24 May 1844 William Fox to Colonel Wakefield

Sir, I have the honor to acknowledge the receipt on the 3rd and 11th instant, of your Despatches... with their enclosures. With reference to Mr Deans' allegation of unjust partiality in the enforcement of the regulations of the Court with reference to passage allowances and special land orders, to which you direct my attention, I have to inform you that the only parties belonging to this Settlement who have applied for and obtained such passage allowances are George W. Schroder, John Wilkinson, Dr Monro, George B. Vertue, each of whom received £75, and J. D. Greenwood, who as a passenger by the *Phoebe*, under the cheap Cabin system, only received £30. With the exception of Mr Wilkinson, who completed his years residence, conformably to the conditions of his land Order, and Mr Vertue, whose land Orders as originally sent out were special, and could not, as respects the condition requiring "that his arrival in the Settlement should take place within twelve months from the date thereof, viz 01 Sep 1841) be enforced, in consequence of his unavoidable ignorance until after that period, both of the condition itself and even of the existence of the land orders, but who by accepting the allowance brought himself within their conditions in all other respects, from that date:- the whole of the above are still resident in the Settlement, and have fulfilled in all respects the stipulations of their land Orders. With regard to Mr Vertue, who has not, strictly speaking (since he has not resided here beyond perhaps a few weeks since his receipt of the allowance and his acquaintance with its conditions, though it is quite possible he may yet become a permanent settler) – the conditions of his land orders of course make provisions for the circumstance of his absence, and remain to be enforced, should circumstances hereafter require it, either by his repaying the sum allowed or by the refusal of a title to the land, and the Company's consequent resumption thereof. I take this opportunity of stating in reply to the inquiry made by the Secretary in his Despatch of 16 Nov 1843, No.108 that the balance of £1 11s due by the surgeon of the *Thomas Sparkes* was deducted at the time from the amount of remuneration to which he was entitled for his professional services as surgeon of the ship.

PS Mr Dean's counterpart land orders did not accompany the copy of the Courts despatch on the subject, forwarded in yours of the 20th April, No.17 – the copy states them to be enclosed.

Folio 122: Nelson 24 May 1844 William Fox to Colonel Wakefield

Sir, Referring to the Secretary's instructions as contained in his Despatch to you of 21 Oct 1843 No.95 I beg to state that I have caused inquiries to be made respecting both the parties there named viz Edwin or Edward Williams and George Wales. I cannot ascertain anything respecting the first, but George Wales (or George Wales Lightband as he signs his name) and family safely arrived by the *Thomas Harrison* and still remain in the Settlement. They have hitherto resided in the Town, which would be a sufficient address for letters sent to them through the Post. Wales has lately been in rather a weak state of health, but not so much so as to prevent him continuing at his employment under the Company, on the Public Works in the Town and neighbourhood, where he has at present the oversight of a party of workmen.

Folio 124: Nelson 25 May 1844 William Fox to Colonel Wakefield

Sir, I beg to refer you to the requisition for Bills for this Settlement forwarded hence by this post in which you will find an estimate for the quarters salary of the Immigration Agent. In the advices from the Court of Directors respecting the appointment of the present Immigration Agent, Mr F. Dillon Bell, it is stated to be "without salary" till the arrival of the first ship with Immigrants. I have already intimated to you my impression that the Court of Directors, at the time of their dispensing with the late Immigration Agent's salaried services, and the appointment of Mr Bell without salary could not be aware that though no Immigration takes place, the duties of the office are from its connexion with the public works very considerable, and such as the Court would scarcely expect to be performed gratuitously. Mr Bell considering the office of inspector of cultivations a part of his duty as immigration agent, has undertaken that duty also, and enabled me to dispense with Mr Rodger's services. On this account I have inserted a quarter's salary (£50) amongst the estimates, subject of course to your confirmation, and I beg to call your attention to the subject.

Folio 126: Nelson 04 Jun 1844 William Fox to Colonel Wakefield

Sir, I beg to enclose a correspondence which has recently passed between Mr J. N. Beit in the character of Immigration Agent for Germany and myself, from which you will perceive that I have been compelled to intimate to that gentleman that I cannot for the future receive any communication from him in the above capacity; and that as far as it may be within the scope of my own authority I have determined his employment as "Immigration Agent for Germany" from the 1st of June 1844. The correspondence itself is sufficiently explanatory of the grounds on which I have acted to render any comment unnecessary on that head. With regard to the questions contained in my letter to Mr Beit, dated 28 May 1844, which appear to have induced him to use the disrespectful expressions in his subsequent letters, I have to observe that the two first are questions which I have been in the habit of putting either to the English Immigration Agent, or to the applicants for employment themselves, in all cases where the latter had been in private employment previous to their applying to me. In the present instance they were particularly necessary as I had received four recent applications for employment from laborers, who informed me that Mr Beit was indebted to them for several weeks wages, their inability to get which was the cause of their applying for the Company's employment. The third question relative to Büshel's private means I put in consequence of his having informed me that he had paid a considerable sum of money into Mr Beit's hands in Hamburgh to be repaid in the Colony, no part of which he had since received, and which if he could have obtained, he would not have been obliged to apply to the Company for employment.

Folio 128: Nelson 25 May 1844 – Mr John N. Beit to Mr Fox

No.1

Sir, The bearer Mr Büshel has been located for some time on our land in the Waimea, and entirely supported by us, in the expectation to render him useful in our intended farming establishment there. The proceedings of the Company's officers, having in defiance of the positive arrangements of the Company to their land Purchasers, rendered labor for wages impracticable, we have been reluctantly compelled, if not entirely to abandon, at least indefinitely to postpone, any considerable operations, and in consequence I have announced to Mr Büshel that from the 16th instant I could only give him some employment in my family establishment here. Büshel has cultivated some portion of land on our sections, and is desirous to continue there, but has no means of subsistence. He claims now to be admitted to the same privilege as his neighbours on Section 34 South Waimea to be employed by the Company on the Public Works and on similar terms. However strongly I may condemn the course pursued by the Company's Agents I am of opinion that such a deserving man as Büshel is fully entitled to partake of the bounty conferred on the laborers.

Folio 129: Nelson 28 May 1844 – William Fox to John N. Beit to Mr Fox

No.2

Sir, In reply to your recommendation of Mr Büshel for employment on the Public Works, I have to request information on the following points. [1] For what rate of wages has he been working hitherto [2] Have his employers paid him all wages earned by him, or is any money due to him from them. [3] Had he any means on his arrival in the Colony, and if so, how has he expended or invested them.

Nelson 28 May 1844 Mr Beit to Mr Fox

No.3

Sir, In reply to your letter of this day requiring information on the points proposed by you, previous to your affording the Immigrant Mr Büshel, the employment &c to which I have upon my responsibility declared him entitled, I must decline answering your impertinent questions. It is for me, as the appointed Immigration Agent, to investigate the claims of those who apply for assistance, and my recommendation is sufficient warrant for you to afford the required relief. Should you however think proper to withhold it, it will suffice that you acquaint me officially with that fact, with or without the reasons you may have for so doing.

Nelson 31 May 1844 Mr Beit to Mr Fox

No.4

Sir, Having had this morning, some conversation with Mr F. D. Bell, on the subject of my recommendation of Büshel for assistance, when he pointed out to me, that the expression of my opinion, respecting the proceedings of the Company's officers, in that official application, was

uncalled for; I think it right to explain, that the only object I had for inserting it was, to guard myself against the charge of inconsistency in recommending a man to participate in a description of employment which I had frequently and loudly deprecated. Your tardy and querulous reply of the 28th appeared to me, not only an undue interference, with the special duties of my appointment, but under concomitant circumstances, and the information already supplied in the recommendation above alluded to, as an intended and gratuitous insult. Under this impression, which is by no means removed, I worded my rejoinder of the 28th which you have thought proper to return, and to which, in the absence of the necessary explanation I must adhere.

Folio 130: Nelson 01 Jun 1844 Mr Jollie (pro Mr Fox) to Mr Beit No.5
Sir, I am directed by Mr Fox to acknowledge the receipt of your letter dated 31st ultimo and to return the same to you, informing you at the same time that the expressions used in it and in your previous letter of the 28th ultimo are such as no subordinate officer is justified in addressing to his superior, and such as render it necessary for Mr Fox to dispense with your services for the future, and you will please therefore to consider this as an intimation that Mr Fox declines receiving any further communication from you as Immigration Agent for Germany, and that as far as he has the power to determine an appointment made in England, he determines yours in that capacity from this date, but without releasing you from any liability under which you may be in respect of the German Immigration.

Nelson 03 Jun 1844 Mr Beit to Mr Fox No.6
Sir, A letter has been addressed to me, dated 1st June signed Francis Jollie and purporting to have been written by your direction, intimating that as far as you had the power to determine an appointment made by the Court of Directors of the New Zealand Company you did determine mine as Immigration Agent for Germany. Apprehending from the generally accepted routine of administration, that no local officer has any power to determine appointments made by the Court of Directors, and much less an officer whose own appointment is yet wanting confirmation nor being aware of Mr Jollie's official situation, I cannot receive that letter, which is returned herewith. I shall however with my next despatch transmit the whole correspondence to England, handing one Copy to your for transmission.

Folio 132: Nelson 11 Jun 1844 William Fox to Colonel Wakefield
Sir, Mr Jenkins a respectable resident in this Settlement is the proprietor of two allotments purchased of the Company in England. His accommodation Sections are 20 Waimea West, chosen with 757 order of choice, and 13 North Waimea Islands, chosen with 1089 order of choice. Neither of these sections are at all adapted for present cultivation, both being of the poorest description of soil which has been surveyed for accommodation lands, and such as it would be a hopeless task for anyone to attempt to cultivate without the means of obtaining large quantities of manure, and then probably the attempt would be without success. Mr Jenkins is satisfied to commence operations on the substituted section at his own risk, trusting that the Court will adopt my present recommendation of the transaction, and he also hopes that he may be permitted to exchange his other section for one chosen with a higher order of choice. I have already addressed you on the subject of exchanges in this Settlement under date of the 4th March 1844, and increased experience confirms the opinion I then expressed of the propriety of the agent here being entrusted with considerable powers to effect exchanges. There is not within the limits of this Settlement, allotted to accommodation land a sufficient quantity of reasonably good land to satisfy the original scheme of the Settlement as regards accommodation land – and a considerable number of the selected accommodation sections, are totally unfitted for agricultural purposes – some of them of so poor a quality, that the most improved systems of agriculture, and unlimited quantities of manure, would probably not return the seed which might be sown upon them. This alone would give rise to many applications for exchanges as every purchaser conceives himself entitled to land of at least an average agricultural capability, but other circumstances contribute to give weight to the claims of many applicants, the equity of which it is difficult to deny. For instance the lower part of the centre of the Waimea plain being very swampy, was disparaged by the agents at the time of selection, and in making choice they reserved that district for the very highest numbers, ranging between 800 and 1100, while they took for earlier orders of choice, other land, which they conceived to be of a less hopeless

description. The swampy ground alluded to has now been considerably drained by the road drains, which have been carried over it, and proves to be some of the very best land in the Colony, and almost the nearest very good land to Nelson. Those who with earlier orders of choice have had selected for them very inferior land, perhaps altogether unfit for cultivation (as in Mr Jenkins' case) urge the order of choice as a reason for exchange; and when the choice was made by the Company's Surveyor, it is difficult to deny the strength of the purchasers claim to an adjustment of the choice where it can be made by exchange for a section still in the Company's hands. Another case which has occurred is where land has been selected, for an early order of choice, on account of its proximity to the Town, but which is unavailable for agricultural purposes, while its owner comes out to engage in agriculture. In the present state of the Colony, the proximity of his section to the Town, gives it no adventitious value that is saleable, and the party has no choice but to sacrifice his means in unprofitable attempts to cultivate it, or to seek an exchange for a section of more immediate value, and a later order of choice. I have an application of this nature pending at present from Mr Thorpe a respectable settler who has been sinking money and labour for nearly two years past and finds it necessary to abandon what he has done from the hopeless character of a section, chosen with order of choice 46. In making these observations, I impute no want of judgment to the Company's Principal Surveyor, nor to the private Agents, who made the selections. The quality of the soil was at the time untested – adventitious advantages were supposed to be greater than they have proved and the unanimity of their errors in postponing or giving priority to particular districts, prevents any individual blame from attaching to them. But the Court of Directors must expect as a consequence to receive many applications from parties who will assert that they have not got any available land for their purchase money, and from others who will complain of inequality of selection in proportion to the orders of choice. I need scarcely observe that the principle of equitable exchanges, carried fully out, would throw many worthless and inferior sections on the Company's hands, while valuable sections now belonging to the Company would be substituted for them. I have offered these observations with a view only to the case of resident Settlers, for whose advantage I think it is desirable, (in some cases essential to prevent their ruin.) that the Resident Agent should have power to put them on their arrival in the Colony, on available land. With the case of absentees, I do not feel myself pressed, though the facts I have stated are equally applicable to them. I enclose a copy of a certificate of the insufficiency of Mr Jenkins sections, furnished by Mr Thompson, the Agent who selected them and a practical farmer in the Settlement. I am myself generally acquainted with the neighbourhood in which they are, and beg to confirm his report.

Folio 136: Nelson 29 May 1844 T. J. Thompson to William Fox

Sir, Respecting Mr Jenkins' Suburban Sections, I beg to state that being well acquainted with them, I consider both unfit for cultivation, until they have been enriched by manure, both being so poor that they will not bear a first crop so as to produce manure for the following; that one near my place, 20 Waimea West, has only one acre of even tolerable land.

Folio 138: Nelson 11 Jun 1844 William Fox to Colonel Wakefield

Sir, I observe in a recent number of the Wellington Gazette, a copy of a despatch from the Secretary of the New Zealand Company to yourself relative to the encouragement of the manufacture of Flax, which appears to render it proper that I should address you in explanation of some Bills which you have drawn on my requisition in "aid of Flax dressers," during the period of my holding the office of Resident Agent. The late Resident Agent took considerable interest in the preparation of the Flax, and three mechanics received occasional assistance from him towards carrying out their projects, amounting altogether to the sum of £136 9s 10d. The result of their efforts was the erection of two machines in which the right principle appeared to have been discovered, but their construction was so very imperfect, and the motive power so defective (one being worked by the hand) that they could only produce an article of inferior quality, and at a price which afforded little prospect of establishing a profitable trade. On my arrival here the subject was strongly urged upon me, and I undertook to assist the most skilful of the mechanics, Jonas Brown Ryder, in the erection of a machine of better and more elaborate construction, but on the same principle as those which had been before erected. In carrying this into execution, I requested the bills alluded to, which you drew to the amount of £200 – the last being accompanied by a private letter from yourself directing me to discontinue any further advances

on behalf of the Company. The machine being then far advanced though incomplete, I was disinclined to see it fail and continued to assist Ryder out of my own pocket to the amount of rather more than £100, and am happy to report that the machine is now in operation, and that the samples of Flax prepared by it, are pronounced by all who have seen them to be the best for rope making purposes yet produced, and indeed the best of any description except the very fine samples prepared by Mr Partridge. The cost of its preparation is about £10 a ton. If I can procure a sample in time for the sailing of the *William Stoveld*, (which has taken us by surprize) I will forward it to the Secretary of the Company in London. Ryder has no private resources, and therefore he will have difficulties to contend with in bringing his commodities into the market in quantities sufficiently large to command attention, but I am very sanguine that it will before long become a staple article of export from this settlement. As his means increase and his machinery can be multiplied, the preparation of the article ought to become less costly even than at present, and its quality also should improve. The machine has been erected on accommodation section 19 Suburban South of which I have granted Ryder a lease with a purchasing clause and have taken a mortgage security upon the whole premises. Two substantial wooden buildings have been erected, with a water wheel of about 20 horse power, and the necessary accompaniments of Mill Lead, Dam &c

Folio 141: Wellington 28 Jun 1844 Colonel Wakefield to William Fox

Sir, I have the honor to acknowledge the receipt of your despatches... which will be forwarded to the Court of Directors of the New Zealand Company by an early opportunity, for their consideration. In the meantime as respects the contents of No.42 relative to your dismissal of Mr Beit from the office of Immigration Agent for Germany, I quite concur in the steps you have adopted. I consider Mr Beit to be a person of considerable talent, which in the post he has held gratuitously under the Company he seems to have applied to give trouble to its agents and to impose upon the respectable body of his countrymen confided to his care and superintendence. His views on the subject of the Company's employment of laborers may theoretically be correct and his resolution to allow the laborers to starve rather than give them employment may be conscientious; but no one, in my opinion, can look at the state of the settlement of Nelson as portrayed in your correspondence without feeling convinced that if such sentiments and treatment were to guide the Company's conduct towards the working classes no other results could be expected than an abandonment of the place by them to the ruin of the landowners and the discredit of the Company. It might be considered by some good policy to retain Mr Beit's services in order to secure favourable reports of the settlement to Hamburg; but I am well informed that his representations will be looked upon there with distrust in consequence of his character being as well known to his countrymen there as to those who were induced to place themselves at his mercy in the *St Pauli*. I shall communicate these opinions to the Court of Directors with regard to the exchange you recommend of Mr Jenkin's and Thorp's sections I can only, after the stringent injunction of the Court on the subject submit your recommendation to their favourable consideration with the observation that such transactions may form precedents that may seriously detract from the value of the Company's property in the settlement. The repeated and strong prohibition of the Court to expend the Company's funds on unauthorized objects prevent me from sanctioning any further outlay on flax dressing and it seems to me extremely doubtful whether the machine you describe belonging to Mr Ryder will prove remunerative.

Folio 145: Nelson 22 Jun 1844 William Fox to Colonel Wakefield

Sir, I beg to forward to you certain documents, addressed to the Governor, Deputy Governor, and Court of Directors of the New Zealand Company by Mr Philip Vallé late Superintendent of Public Works in this Settlement, relative to his resignation of that employment. Many of the points adverted to by him appear irrelevant to the subject, and I therefore shall make no observations upon them, though if you should wish for further explanation, I shall of course be happy to give it. Mr Vallé's statement of what passed between him and myself on the 10th of February is substantially correct, though rather highly colored and not literally accurate in the expressions used by me on that occasion. The facts of the case were simply these. At the period of Mr Vallé's resignation, he was sole superintendent of the Public Works, without any subordinate officer on whom his duties might devolve in case of his absence. He had about 300 men in his charge

working in separate Gangs of from ten to twenty five persons in different parts of the accommodation district, varying in distance from ten to thirty miles from the Town of Nelson. It was Mr Vallé's duty to be continually among these gangs, a duty which, according to his own statement to me on several occasions, it required his constant attention and whole time to execute properly. Mr Vallé had appointed to meet J. Brown's gang in Waimea West, on the morning of Monday the 5th of July to give out some work for the ensuing week. Brown and the greater part of his gang crossed the river Wairoa and waited for Mr Vallé on the appointed spot till Wednesday afternoon, when, Mr Vallé not having arrived, they recrossed the river and returned to Nelson, where Brown and Grooby (one of his men who had gone as far as the Wairoa but not crossed it) complained to me on the subject. On Saturday the 10th of February J. Brown's pay list was laid before me by Mr Vallé and I was requested to pay it though not one spadeful of work had been done – the amount charged being that which the men would have earned if at work. On my asking explanation of Mr Vallé he said he had not been able to get to the ground before Thursday morning, and that then the men had left. I asked him what had prevented him from being there before in accordance with his appointment with Brown to be there on Monday morning (which Mr Vallé never denied having made) and his reply was that "he was prevented from going by his attendance on the Governor." I asked him whether the Governor had required his attendance, which he admitted he had not – and I told him that I considered he had neglected his duty to the New Zealand Company, who paid him for his services, and that I should not pay Brown's pay list. Mr Vallé then mentioned the flooded state of the river and an alleged breach of appointment by a Mr Dickinson – but continued to rest his principal justification on his "attendance on the Governor" – which seeming to me altogether insufficient, I persisted in my refusal to pay Brown's list, leaving Mr Vallé to get out of the difficulty into which he had brought himself with the gang as he thought proper. On his subsequently inflicting the penalty of resignation on himself, I repaid him the amount of the money which he had paid out of his own pocket to Brown, not thinking it necessary to subject him to a double punishment. I should certainly not have repaid it if he had remained in office, nor did I expect that the lenity so exercised would have been made use of in the manner in which Mr Vallé has applied it. As regards the flooded state of the river (on which Mr Vallé lays as much greater weight now, as he lays less on his "attendance on the Governor," compared with what he did on the occasion complained of by him) I have only to say that during the whole of the Monday (on which day Mr Vallé ought to have met Brown) the river was low and perfectly fordable on foot. That it was again fordable on foot on the Wednesday afternoon, and Mr Vallé, having a horse allowed him by the Company, had the means of crossing it probably during the whole of the time when it was unfordable on foot. At all events he never made the attempt to cross it till the Thursday, nor have I any reason to doubt that the cause first assigned by Mr Vallé, viz, his self-imposed attendance on the Governor, was the sole cause of his neglect of duty. The neglect in fact was not confined to the case of Brown's gang, but Mr Vallé substantially absented himself from the Public works during the whole time that the Governor was in the Settlement, continuing in the Town of Nelson and the immediate neighbourhood all that time (except the Thursday morning) when he ought to have been many miles distant. This I know by personal observation as well as his own admission in the documents forwarded herewith. Had no inconvenience resulted I should scarcely have noticed it; but Brown's case brought the subject prominently forward, and obliged me, as I conceived, to act as I did. If Mr Vallé had wished for an interview with His Excellency, I have no doubt it might easily have been obtained without such neglect; but even if it could not, I cannot help thinking that Mr Vallé's first duty was owing to his employers who paid him for his services, and that his loyalty or private affairs, ought not to have interfered with the performance of an office which required all the vigilance and attention that could be bestowed upon it. It is perhaps unnecessary to disclaim any intention on my part "systematically to subject Mr Vallé to discourtesy and insult." His impression on the subject appears to have originated in my addressing him by the designation of "Mr" instead of "Esquire"; an error (it it was one) into which I fell quite unintentionally. In his letter of the 18th of May 1844 Mr Vallé requests me to "record and forward" twenty eight letters specified by him. My official establishment being very limited (having only one copying clerk) I am not able to do this without inconvenience, but have intimated to Mr Vallé that I am prepared to authenticate any copies which he may think proper to forward through me.

Folio 149: Nelson 30 May 1844 (note: the following is annotated by William Fox in small hard to read writing)
To the Governor, Deputy Governor and the Court of Directors of the New Zealand Company,
London. My Lords and Gentlemen,

[1] Being convinced that your Court will never permit gentlemen who have the honour to be in your service to be systematically subjected to discourtesy and insult: and thinking that a servant shews both more confidence in the justness of his cause and more honour to his expressions by making them the Court of his appeal, then by talking the more ready course which is usually resorted to for correcting a deliberate affront, I am induced to address my complaints to you against your Acting Resident Agent of Nelson Mr W. Fox.

[2] I would respectfully remark that it is of his conduct in his official capacity that I alone bring charges against him. I never knew him privately. I never had any intercourse with him but as your officer and therefore your Court will be pleased to have in mind that no private... no resentment founded on any esparto circumstances operates on me in my present course towards him. Mr W. Fox on his arrival here was a perfect stranger to me. As your temporary Agent and my superior I could not but be anxious to pay him every official respect: as my... equal I could have no other I desire but to compeer with him in courtesies: the interest of your Court and the success of our undertakings which were likely so often to bring us together seemed to point out the necessity at least for a polite official intercourse. How far these feelings were reciprocal your Court will decide when you read the first and last communications which Mr W. Fox had with me as will appear in this memorial.

[3] I am anxious to occupy the least portion of your Court's valuable time that will explain my case, but the nature of it requires me to commence with my appointment to your service and to lay before you a statement of circumstances which occurred under the Agency of Mr F. Tuckett.

[4] By letter, dated 14th August 1843 (No.1) I was offered the situation of Superintendent of Public Works under your "Chief Surveyor and engineer of the settlement." At that time the immigrants employed by the New Zealand Company were in a state of complete disorganisation. With the exception of comparatively a very few of them, they could not be got to leave the town, some only when extravagant wages were occasionally given them by some private individual, whose necessities obliged him to employ them at their own terms. In all cases they worked when and how they pleased. The whole settlement felt and acknowledged the injurious effects of this state of the labour of it, when the humble individual who has now the honour to address you, was offered the above named appointment by Col Wakefield and Mr Tuckett to endeavour to correct it. At first I hesitated to accept it unless the men worked in one spot, as I felt that their dispersion greatly tended to produce disorganisation, from the then impossibility of strictly inspecting their work. This met the views of both the above named gentlemen, and a concentration of labourers began in the swamps of the Waimea East. After my letter of the 16th August 1843, accepting the appointment (No.2) I pitched my tent there.

[5] On the 24th August 1843, the first day that three gangs of 60 men, more or less, about a quarter of those on the Public Works, were assembled there, I pointed out to them the absurdity of their half day's work, which I found on measurement to be that of... medium labourers at home. They instantly surrounded me... and struck me, threatened me with extreme violence, and threw me into a broad drain filled with water. Knowing it was useless to reason with them in that temper, I returned to Nelson to make my report of it to the Police Magistrate. Soon afterwards my tent was thrown down, torn, and much injured, and most of my goods stolen from it. On the 26th of the same, there was a riot in the New Zealand Company's office, about a proposed change in the time of paying the men, and the identification of the ringleaders in my assault. Mr White, the Police Magistrate, pistol in hand, ineffectually endeavoured to arrest one of them, and though some were subsequently tried, the magistrates thought it advisable under the prevailing excitement amongst the men, simply to reprimand them, and discharge them on their own recognisances. Of the propriety of this I say nothing.

[6] Such was the state of the Public Works when I had the honor to enter the service of the New Zealand Company, as Superintendent of them. In evidence of these facts, and confirmation of my conduct under them, I beg leave to annex a copy of a letter which I received from Mr F. Tuckett on the 4th September 1843 (No.3)

Nelson 04 Sep 1843

My dear Sir, If you proceed to the road parties, Waimea East, tomorrow morning, I wish you would call on Roils, and endeavour to get him to act as foreman with the party again. If he will not, ask him who amongst them is the most suitable and confer it on him, unless they prefer electing their foreman. Then with regard to a time keeper, Figgis is the only man that they will like, and he must have a discretionary power to do the best he can: in fact the same with all parties, interfering as little as possible: endeavour to win them to a fair proportion of work, until we can offer them piece work. You have so unpleasant a post that I have often regretted having invited you to accept it, although I am sure that none could fulfil its trying duties with more judgment and temper. I sincerely trust that you will yet attain the gratification of a due tribute of respect from the men. Will you call on W. Songar on your way, and offer him to haul occasionally the logs &c.

[7] I presume to observe that in spite of this state of the men, I never entertained the slightest doubt of being able to obtain a satisfactory result, for I had previously, when in the East India Company's service, as your Court in London can have confirmed, succeeded to the head of a department, which my predecessor had left in disorganisation, and been able to reduce it to order and in expenditure. So gradually here the better days of labourers heard reason: they shamed others into a little work: respect was greatly restored: and on the 23rd September 1843, I was enabled to write to Mr F. Tuckett (No.4) detailing a plan of piece work.

[8] About this date Mr W. Fox arrived, and a few days afterwards the men on the Public Works with few exceptions, returned to the town of Nelson upon some report of an intended attack of the natives, and they were placed under Mr Spooner, the gentleman who had previously held my post, to complete a fort which he, under Dr Greenwood's plan, had begun. This interruption postponed the adoption of piece work, as proposed in my last cited letter to the "Chief Surveyor and engineer of the Settlement," (No.4) till about the middle of November, and of course during that time I had little cause for official intercourse with Mr W. Fox.

[9] Let me here particularly call your Court's attention to the manner in which Mr W. Fox assisted me to carry the piece work out. The first day that one hundred and twenty men, more or less, were returned to my superintendency in the swamps of the Waimea East, three gangers, Kite, Brown and Telford on the part of twenty men each, accepted terms. The other gangers had refused them. The terms were two shillings per lineal yard, nearly eight pence halfpenny per cubic yard to the first; and nine pence per cubic to the two last. In the middle of the week, Durrant, another ganger proposed to take piece work: but as I knew his object which was to impose on the New Zealand Company with regard to the time allowed, nominally, for building the men places of shelter, I laid my plans so that they should be obliged to erect them on the two last days of the running week. But all in vain. For on Thursday, when marking out the lines of Brown's and Telford's gangs, I was informed that Mr W. Fox had just left the ground and after giving King's gang piece work at 2s per lineal yard, which from the land being but a few inches above the level of the sea, was about two shillings per cubic yard: and to Durrant, piece work on dry loose ground at eight pence per cubic yard. The acting resident Agent having held no communication with me on the subject, and the wording of my appointment having placed me under the "Chief Surveyor" who had been equally silent, I confess to your Court that I was most astonished, for I foresaw all the consequences that would follow, if the information proved true. Brown and Telford directly threw up their agreement; and on proceeding to King's gang for confirmation of the report, I was received with yells and every contumelious epithet, because as one said, I believe a man named Carter, of noted bad conduct. I wanted to screw "them down to nine pence per cubic yard in a swamp, and eighteen shillings per week, when that liberal gentleman Mr Fox gave them two shillings and a pound." Thus I found the information true.

[10] I trust that your Court will give me credit for entertaining no desire to be above control, for such was not... I cite this first case to complain of the unusual manner of it: of the consequent false position in which it so unjustly placed me: of the unmerited insults to which it long espoused me: of the annoyances which it added to an already sufficiently embarrassing duty: and to let your Court understand how effectually this commencement of my undertaking weakened all my future plans, and paralysed my subsequent efforts. For I believe that your Court will agree that properly to direct any body of men, there should be seemingly only one Superintendent over them, however much that Superintendent may privately be controlled.

[11] Let me now proceed to shew to your Court the style of Mr W. Fox's first letter to me, 21st October 1843 (No.5) which was soon after his arrival. Upon its phraseology I would make no remark; but I am sure that it is not the style that your Court would employ to any gentleman in your service for it is neither the style of office nor society: and as by letter of the 11th May 1844 (No.6), Mr W. Fox is good enough to correct me in the first, and in addressing others I see he employs the latter, these can be but one conclusion to which your Court or myself can come why such a style is particularly employed to me in the earliest stage of our communications. This may seem, as it perhaps is, a trivial matter, but putting all circumstances together it is from trifles like these that motives are discovered.

[12] Having brought before your Court's notice the unaccountable commencement of Mr W. Fox's proceedings towards me, for brevity's sake, I pass over the many intermediate ones to inform you of his last one, about which more particularly, I respectfully petition your Court for redress and satisfaction.

[13] On Saturday, 10th February 1844, previously to paying the labourers I entered the inner office to consult with Mr W. Fox about Brown's gang, which worked only three days in the week, and had been sent to a new station four miles beyond the Waimea East on the previous Monday. I first said "Brown's gang has done no work this week" – Mr W. Fox receiving Brown's payroll from me, turned half round in his seat; - looked up at me with knitted brows from the corner of his eyes: compressed his lips: - swung the payroll up and down with his right hand, whilst his elbow rested on a table: - and crossing his legs jerked about one of them. Thus whilst I stood, before Messrs Jollie and McShane, and within the hearing of many of the labourers, who were only separated from us by a slight wooden partition, Mr Fox addressed me. "I have heard so. Grooby has been here to say you never set out their work." Now all the Grooby's are low immigrants, and two of them, three weeks before had falsely charged their foreman with stealing the Company's money as Mr W. Fox well knew, for he examined into it himself. I answered "I was not able. The River (Waimea) was impassable. Besides the Governor has been here this week." – "What had you got to do with the Governor?" asked Mr W. Fox. "Did he send for you?" – "No, he did not" I replied "but I had that to do with him which was the duty of every Loyal subject: to shew him respect both as a Company's officer and as a landowner upon his first arrival here." "You must not expect," continued Mr W. Fox, "tha the New Zealand Company will pay your salary if you don't do your duty." – "I have done my duty," said I, "and more than my duty, and I again say that I would not cross the river on account of the floods." Mr W. Fox reiterated "Grooby tells me that you could." – I interrupt this statement to beg your Court to bear this reply in mind: to request you to be good enough to mark how it connects the systems began by Mr W. Fox with Durrant and King till now: and to aide you to read the various affidavits, Brown's and Blick's, which accompany this, and stamp the true value on the whole. The Grooby's never crossed the river themselves, nor joined their gang. – I rejoined "I left Nelson, Mr Fox, at three o'clock on Thursday morning and being disappointed of Mr Kealley's horse, I walked to Waimea, where I was before the men were up, and there I heard that part of the men had returned, but that the rest would not venture across the river." "I am told," replied Mr W. Fox "that if you had been there on Wednesday, the men would all have done their work. I can not allow that you had anything to do with the Governor, and I shall not pay this." Whereupon Mr W. Fox threw the payroll on the table, as he ceased to swing his hand about. "Very well" said I, as I took it up, "then I will."

[14] I acknowledge to your Court that at this point I was highly indignant at receiving such treatment from one who is so much my junior, and of whom, except as your Agent, I never heard anything. He is no landowner. He has suffered nothing for the settlement like myself who landed here with a wife and six children when there was no shelter for them but the fern. He has not like me given a substantial proof of his confidence in you by paying to your Company £900 nearly three years ago for 603 acres of land, of which there has been given out but 153, and from which I have never received one penny profit, though I have lost much through them. I know not by what right he presumed to address me as he did, nor can I conceive that your Court will justify it. There was no calmly calling on me for my statement: no courteously asking me for any explanation: no listening to that which I had especially entered the office to report to him: no writing an official letter to obtain an official reply: nothing adopted according to the usual routine of office and society. But I am publicly and abruptly told that I must not expect my salary if I do not do my duty: - that a low immigrant Grooby is accepted evidence against me; - that I ought to have passed a river to lay out work on a Wednesday, when the river was impassable: - and a payroll is... down to me with an "I shall not pay this." Such treatment is so foreign to what gentlemen at home practice and experience that I feel sure your honourable Court will not be surprised at my indignation; and bearing in mind Mr W. Fox's inexplicable conduct to me from first to last, you will, if I mistake not, fully justify it.

[15] Mr W. Fox was then told by me "That it was not the first time that I had been in a colony when a new Governor had arrived, and that therefore he had no need to teach me my duty towards my sovereign respecting me. I felt I had done what was right; and at my time of life that I would not submit to be spoken to by so young a man in the way in which he had done." That I was not unmindful of his, Mr W. Fox's, conduct to me at the Institution, of which I should take notice. "I did not name you" interrupted Mr W. Fox. "No, but you meant me," said I... continued Mr W. Fox "you were the only one not a member of it present." "I well know that," was my reply, "but I was invited in by one of the oldest members, and the subject was a public one. Besides I went to understand the conduct of Mr C. Dillon." "I could not help that," said Mr W. Fox, "and I desire to hold no further communication with you except officially": and he turned himself round in his chair. "The feeling is reciprocal" concluded I, as I left him.

[16] I give this last paragraph to inform your Court of the conclusion of the interview, though I omit not to call your attention to the affront which by your Agent's underlined reply he acknowledges he intended for me. This subject matter however together with much of the inference which your Court can not fail to draw from the conversation of paragraph 13, I hope soon to have the honour to lay before you, when I shall endeavour to shew how it is that you and this settlements' true interests have been and are sacrificed to factions purposes and Jacobinical principles.

[17] I take leave shortly to reply to the charges brought against me by your Agent, as they appear in paragraph 13 viz 1st The attention which I shewed to the Governor on his arrival. 2nd The non-performance of my duty and 3rd The practicability of passing the river on Wednesday.

1st The attention which I shewed to the Governor on his arrival. I acknowledge it with pride. The East India Company would reprimand the head of an office who failed to shew it; and I do not believe that the New Zealand Company will ask; like your Agent did "what had I got to do with the Governor". Perhaps your Agent will state to you when this goes through his hands, whether he puts the same question to Messrs Tuckett, Stevens, Jollie, McShane, your other servants who were present, or whether he thought I alone, being the larger land purchaser amongst them, had no right to do as they did. But I did expect to have something to do with the Governor, as I knew that the men on the Public Works intended to have, as they had, an interview with him. Having observed this in my official character, allow me to add a few words in my private one. When his Excellency Capt FitzRoy came here, the rural land, the land claims, the good government of this settlement: all was dependent on him for regulation. With my stake here, would not your Court have been surprised if I had apathetically kept away from him. Besides, though the Governor did not send for me, I had the honour to communicate with him.

2nd. The practicability of passing the river on Wednesday. The affidavits C & D will best answer this charge and particularly George Blick's account of his own escape from drowning in the same river on the same day, at about six p.m.

[18] I now take leave to proceed with my complaint to your Court. On the 13th February 1844, three days after the conversation given in paragraph 13, which time I waited for Mr W. Fox's, your agents' explanation or charge, I wrote to him declining to act under his authority, as after his conduct it was impossible but that your interest must have been the chief sufferer if I had been continued exposed to the liability of a repetition of it besides my appointment was under the "chief surveyor and engineer of the settlement": and I also informed him, your agent, that I had paid Brown's gang (No.7). In reply by letter dated 14th February 1844 (No.8), I am informed that Mr W. Fox "accepts my resignation." Which "I had tendered": and that – I respectfully beg your Court to mark this; "under the circumstances Mr Fox will not insist upon my discharging the wages of Brown's party out of my own pocket" and a cheque for the amount £19 5s is "enclosed." Will your Court pardon my asking you under what "circumstances"? Whether you can reconcile injustice this payment on the 14th February 1844, with the refusal to pay on the 10th February previously? And whether it be conclusive evidence in your Agents favour or in mine? To the above letter I replied on the 18th February 1844, and on same date sent a duplicate through your Agent's hands at Nelson to Col Wakefield at Wellington (Nos 9 and 10). Thus terminated my intercourse up to this date with the public works, without ever having received notice that I was placed under any other of your other servants here, except "the chief surveyor and engineer of the settlement," with whom I should have felt proud to act, and would have acted till the end.

[19] Before I conclude I take leave to draw your Court's attention to the state in which the public works of Nelson were on the date of your agents last letter to me (No.7). There were only three invalids working in the town: all the other labourers were stationed in the country. Disorganisation was at an end. Many immigrants had entered on the cultivation of land. And I am happy to say that with the exception of a very few remaining turbulent spirits, and in spite of the consequences of what is related in paragraph 9. I had "attained the gratification of a due tribute of respect from the men," as Mr Tuckett... wished me in his letter No.3 of the 4th September 1843. Perhaps your Court will compare these facts with those related in paragraphs 4 and 5. Upon the difference of costs of labour, I will briefly observe that roads which had cost six hundred pounds in laying out and draining in the swamp per mile, had been accomplished under my superintendence for one hundred and fifty pounds and the same laying out through fern land for which about eighty pounds two shillings and seven pence halfpenny. One road in Waimea East opposite Section Nos 100 & 101, Mr Tuckett told me had cost the Company upwards of three shillings and sixpence per cubic yard. I finished it at eightpence halfpenny per cubic yard. I conscientiously believe that during my short time of office, nearly twice the quantity of work was done on the Public works to that on which all the previous sums had been expended, and I... the proof of it. I think that your Court will kindly agree with me that these facts might have obtained for me a different treatment from your Acting Resident Agent to that of which I regret to be obliged to complain, and for which I respectfully claim satisfaction and compensation from you.

[20] By letter dated 10th May 1844 (No.11) I have requested Mr W. Fox, your Company's agent at Nelson "to record and forward to the Court of Directors of the New Zealand Company the letters which have passed between us &c" and I... "their dates." These documents I consider to be of great importance to confirm my statements, and to lead your Court to the knowledge of the cause for them, and I trust that the early notice which Mr W. Fox had to prepare them may cause no delay in the forwarding of this.

[21] In conclusion I respectfully beg to appeal to your Court for satisfaction and compensation. Under Mr Tuckett "the chief surveyor" I met only with courtesy. His letter, No.3, is the best evidence of the labours I undertook; of the insults and assaults which I then experienced from the men, by whom my property was stolen and destroyed and of what he thought of my conduct under them. These are facts which the high honour of your Court, I feel well assured, will duly weigh and ... contrast with those which occurred under Mr W. Fox, your Acting Agent of Nelson, who seems to have taken up towards me that conduct with which the immigrants first began; and

as in proportion, my difficulties with these grew less, the necessity of my complaining to your Court of the conduct of the former, your Agent, grew greater. In your hands I now have the honour to have my cause, apologising for the length to which this has run, although I feel that can be no reason even with your respected Court for the denial of honest justice. Permit me to observe that the duplicate and triplicate of this letter &c will be forwarded to your Court through a gentleman who has full authority to act for, My Lords and Gentlemen, Your most obedient & humble servant Philip Vallé.

Folio 156: Copies of Letters No.1 Nelson 14 Aug 1843 Frederick Tuckett to Philip Vallé

Sir, I beg to recapitulate the duties of the appointment which was verbally proffered for your acceptance last Saturday. And also to inform you that the salary on the unexpired portion of the present quarter will be £3 per week, afterwards at the rate of £200 per annum. The direction of the Public Works devolves on the Chief Surveyor and engineer of the settlement of Nelson, under whose instructions you will act, and to whom you will report on the progress, completion &c. It is proposed to place on the 21st instant all the men who have not land in cultivation in other districts, under your control and inspection, and to concentrate them in one force to complete the first road south of the mud flat, across the district called Waimea East, westward to the river. It will be expected that you reside contiguous to the works in operation removing with the body of men under your direction, as each road is successfully completed. You will have the assistance of such time keepers as you may consider requisite. For a few weeks at commencement we will adhere to the day labour system, by close inspection you will become acquainted with the character of the men, and you will mark such as are indolent, insolent and costumacious, without however taking any immediate measures with them other than strictly deducting all loss of time. Following up an inflexible scrutiny for a short time we shall get rid of the most troublesome characters, and you will be in a position to offer as a boon to the remainder, an arrangement of piece work which will facilitate the future progress of the Public Works, as well as the cultivation of land. You will have to encounter at the outset probably much expression of ill will in endeavouring to carry into effect your views, but I feel confident your perseverance and judgment will triumph over the impediments which the present demoralized state of the labourers occupied in the Public Works presents. In fact I hope you will speedily nullify your own appointment, effecting such a change that the labourers will prefer labouring for themselves at ... their and out true interest. In rendering such an important service to the New Zealand Company and settlement, I am authorised by the principal agent, Col Wakefield, to assure you that it would be without prejudice to your own interests as he would be glad to retain your assistance, as long as it should be compatible with your own inclination. You will please to inform me at your earliest convenience of your decision in respect of the appointment therewith offered.

Folio 157

Copies of letters No.2 Nelson 18 Aug 1844 Philip Vallé to Frederick Tuckett

Sir, I have the pleasure to acknowledge the receipt of your letter of the 14th instant, on Monday last at 9 p.m. The offer which it repeats to me of the appointment so kindly named to me on the Saturday previous by yourself and Col Wakefield I feel most thankful for, and beg to assure you that in thus accepting it, I am desirous under your direction, to carry out the wishes of the New Zealand Company as expressed in your letter above alluded to. I certainly anticipate at the outset considerable opposition for the indolent and dishonest labourer, but I think that a little equitable firmness will soon master that. If so at no time would any selfish thought have prevented me from expediting the works as much as possible, but assuredly now under the kind assurance of Col Wakefield, through yourself, I should be doubly culpable, if I did not do my best to nullify the appointment.

Copies of letters No.3 Philip Vallé

Vide in the sixth paragraph of the letter to the Court of Directors dated 30th August 1844, for the true copy of this letter.

Copies of letters No.5 "Outside direction" 21 Oct 1843 William Fox to Philip Vallé

Mr Vallé will be so good as proceed up the Maitai Valley to the first crossing beyond the last bridge of the valley. A cottager of the name of Brinner lives just beyond the crossing who will undertake to make a foot bridge across the river for £3. If Mr Vallé thinks it reasonable he will please to authorise its being done. Wood can be got from the street line a little below; (adjoining Mr Sinclair's acre held of Mr Duppa) by application to the Police Magistrate.

Copies of letters No.4 Nelson 23 Sep 1843

Dear Sir, I have drawn up a calculation of what 100 men have done and are likely to do when working in the swamp in the Waimea East founded upon what the five gangs now in that district have done at various times, and in different... and localities. Feeling very anxious about the matter, I have done myself the pleasure to forward it to you, thinking it might be of use at the present moment when the subject of the memorial which lies for signature at the bank, is likely to be brought to the notice of Mr Fox.

Dr To number of men working on Waimea East, week ending 16 Sep 1843, consisting of 101 labourers at 16s and 18s and five overseers at 25s per week. 106 men. Amount of pay £87 17s 10d...continues... (see transcript of CO208/85 folio 294)

Copies of letters No.6 Nelson 11 May 1844 William Fox to Philip Vallé

Sir, I beg to acknowledge your letter of yesterday's date in which you request me to record and forward to the Court of Directors, twenty eight letters that have passed between yourself and the Agency here since the month of August last. Presuming that the transmission of copies of these letters by yourself to the Court of Directors, as intimated in your letter under acknowledgement, must be accompanied with some statement or Memorial intended to be supported by those letters. I beg to inform you that the usual official practice in such cases, and one in which I have been directed, in other instances, to adhere to in the business of this agency, is, that such applications should be addressed to the resident agent here, and transmitted through him. In the absence of any such document, and in entire ignorance of your objection in making the request, I have no means of ascertaining whether I should be acting properly or not in recording and transmitting the letters as you request; and without further information on the subjects I must decline doing so.

Copies of letters No.7 Nelson 13 Feb 1844 Philip Vallé to William Fox

Sir, After the conversation which passed between us on Saturday last, the 10th instant, at the Haven, when you were pleased to make certain charges against my character, it is impossible that I can satisfactorily fulfil my duties to the said Company under your authority, and consequently I must decline doing so. At the same time I politely though distinctly state that under ordinary circumstances, I should wait the decision of your superior, but that after calmly and duly considering the whole course of your communications with me; the relative situations in which we stand; and the injury which the interests of the New Zealand Company may suffer during the delay of a reference, from the feelings which exist between us, I feel that I have now only one course to pursue, confidently leaving the responsibility of my act to rest where it may be found hereafter that it properly should do. Although I naturally feel anxious to be relieved from the possibility of being exposed to the repetition of such accusations as those before alluded to, as soon as you can, yet I shall be happy to execute the duties of the Public Works until my substitute is appointed by you in order that they may not meet with any impediments. I have to state that as you for the New Zealand Company refused to pay the amount of Brown's payroll £19 5s that I have done so to prevent any inconvenience to the men, although permit me to give you notice that I hold the New Zealand Company responsible for that amount.

Folio 158

Copies of letters No.8 The Haven 14 Feb 1844 Francis Jollie to Philip Vallé

Sir, I am directed by Mr Fox to acknowledge the receipt of your letter of yesterday tendering the resignation of your appointment as the New Zealand Company's Superintendent of Public Works in this settlement. Mr Fox accepts your resignation and will be prepared to release you from the duties of your office on Saturday week, the 24th instant. Under the circumstances Mr Fox will not insist upon your discharging the wages of Brown's party out of your own pocket. A cheque for the amount £19 5s is now enclosed.

Copies of letters No.9 Settlement of Nelson 16 Feb 1844 10 a.m. Philip Vallé to William Fox

Sir, The note from Mr Francis Jollie, dated 14th instant with the cheque enclosed for "Brown's party" amounting to £19 5s was delivered to me on the same evening on my return home from the Waimea West 20 past 10 p.m. I regret to find from it that you will not be prepared to release me from the duties of my office till Saturday week the 24th instant: the 24th instant: as the continuation of them under present circumstances is exceedingly painful to me: and as I feel that my time cannot be employed in the interval in the indication of myself as every gentleman must feel that it quietly should be. Still if the interests of the New Zealand Company truly require it, I am willing to forego for the time my own feelings on the occasion, unpleasant as it is for me to do so.

Copies of letters No.10 Nelson 15 Feb 1844 Philip Vallé to William Fox

Sir, I beg you will forward by the earliest opportunity the enclosed letter to Col Wakefield, duplicate of which will leave by the first occasion that offers for Wellington.

Nelson 16 Feb 1844 Philip Vallé to Col Wakefield

Sir, By letter bearing date the 13th instant, I have been under the painful necessity of declining to act under the authority of Mr Fox. By reply he informs me through Mr Jollie that he will release me from my duties on the 24th instant. This delay greatly pains me, and I feel, injures me, as Mr Fox has thrown an imputation on me, which no gentleman can feel comfortable under until he has put it in a course to be perfectly and fully redressed but at the same time if the interests of the New Zealand Company actually require it, I will smother my own feelings till their meantime the purport of my present application to you is courteously to beg you to stay your opinion until I have time to prepare my statement and papers, which I propose to have the pleasure to forward through your hands. I beg you will be good enough to believe me that I should not have acted without first making a reference to you in the matter, if I had not felt that I could not hold office one minute beyond what the exigencies of the case might require of one under Mr Fox. And that ever mindful of your goodness to me, I have intended and do intend to go fully into the subject directly that the time is my own so to do. I cannot then but repeat my ... that other arrangements could not be made to hasten my intentions.

Copies of letters No.11 Nelson 18 May 1844 Philip Vallé to William Fox

Sir, I beg to acknowledge the receipt of your letter of the 9th instant received this evening at 7 p.m. Permit me to request you to record and forward to the Court of Directors of the New Zealand Company, the letters which have passed between us &c – I annex their dates at the bottom. The early transmittal of them would oblige so that they may confirm the duplicates which go from me, all of them being required for the information of the New Zealand Company, and many of them for the satisfaction of H. Majesty's Government. Letters for record, and to be sent to England as above viz F. Tuckett to P.V. 14 Aug 1843, P.V. to Fred. Tuckett 16 Aug 1843...

Folio 159: Mem – The original Declaration B is not sent through the hands of the New Zealand Company's agent here for the reasons stated in the Declaration itself. The Court of Directors of the New Zealand Company will be pleased to determine the official value of it under the circumstances.

Declaration A:

I, Philip Vallé, Gentleman, residing in Grove Street, Nelson, New Zealand do solemnly and sincerely declare "That on....

Folio 161: C:

I, George Blick do solemnly and sincerely declare that on Monday the fifth of February 1844, I went to work at a new station in the Waimea West. That during the night of the said date it rained very hard so that the river Waimea rose very high and flooded over its banks nearly up to Dr Monro's house. That I stopped in the Waimea West till Wednesday evening, the seventh day of the above named month and year when I returned home. That on this date upon coming to the sides of the said river I found the water very deep, and sought for a shallow place, and followed John Ponsonby. Whilst crossing the flood's... carried one off my legs, but I contrived to keep myself up by pushing with any stick. That Henry Turner seeing my situation ran in to support me which he did, and John Ponsonby, who had got over, tied into lengths some flax which was lying near the banks, and threw it to me. That I took hold of it, Henry Turner helped me up, and so both of got safely over the river. That I think this was about six or half past six o'clock in the evening when it was getting dark, and I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of an Act made and passed in the fifth and sixth years of the reign of his late Majesty King William the fourth entitled An Act to repeal an Act of the present Sessions of Parliament entitled "An Act for the more effectual Abolition of Oaths and affirmations taken and made in various departments of the State, and to substitute Declarations in lieu thereof and for the more entire impression of voluntary and extrajudicial oaths and affidavits" and to make other provisions for the abolition of unnecessary oaths.

Taken and declared at Nelson in the Colony of New Zealand (the said George Blick, being an illiterate person the Declaration was first read over and explained to him and he seemed to understand the same) 29 May 1844 before Donald Sinclair, Chief Police Magistrate. Signed X the mark of George Blick.
