

## Despatches from the Principal Agent, Wellington January to August 1846

Archives NZ Reference AAYZ 8971 NZC 3/6/6

- 
- 1846 Jan 06 No.1 Folios 1-3 Acknowledgement of receipt of despatches per 'Nelson'
- 
- 1846 Jan 06 No.2 Folio 4 Refers to Certificates of Selection, Wellington, Second Series Nos 81-84. For the satisfaction of Mr John Morris of Leeds I have ascertained that Samuel Dockray is still living in this town where he is employed as a labourer.
- 
- 1846 Jan 06 No.3 Folios 5-7 Enclosure: Statement of Bills drawn upon Sir Isaac Lyon Goldsmid Bart under the authority of the letter of credit for £2,000 contained in the Court's despatch No.18/45 2<sup>nd</sup> August. Mentions H. C. Daniell, J. T. Wicksteed, Ridgway's, James Kelham, D. Lewis, A. Wills, H. S. Tiffen and A. Wylie
- 
- 1846 Jan 09 No.4 Folios 8-10 Refers to Statement of the whole expenditure upon Roads in the settlement since the formation of the Colony together with the Pay Lists as Vouchers. The present account does not embrace the Expenditure upon the Hutt line of communication with the Wairarapa nor of the Hutt Bridge, details of which, accompanied by the Pay Lists and Vouchers, have from time to time been forwarded with the Quarterly Accounts.
- 
- 1846 Jan 09 No.5 Folios 11-14 Refers to and comments upon Accounts of this Settlement for the half year ending 30 September 1845.
- 
- 1846 Jan 09 No.6 Folios 15-22 Statement of Notices of Transfer of Land Orders in the Settlement of Wellington (duplicate)  
Also recorded in NZC110-1-112 – [www.nzpictures.co.nz/pandoraresearchANZ-NZC110-1-112.pdf](http://www.nzpictures.co.nz/pandoraresearchANZ-NZC110-1-112.pdf) (page 10)  
One slight difference: In this copy transfer No.302 refers to 105 & 106 Special Secondary Town & Country sections rather than 105 & 107 in the other. The latter may be a transcription error.
- A Statement of Exchanges made by Holders of Second Series Land orders and  
A Statement of Exchanges made by holders of Preliminary Land orders (duplicates)  
Also recorded in NZC110/1/1 – [www.nzpictures.co.nz/pandoraresearchANZ-NZC110-1.pdf](http://www.nzpictures.co.nz/pandoraresearchANZ-NZC110-1.pdf) (Item No.134)
- 
- 1846 Jan 10 No.7 Folios 23-27 Refers to the proposal to concentrate the Colonists in the neighbourhood of Auckland, the judicious extension of the Blocks of land to be secured to the Company at Wairarapa and Otago and the preparations announced for the immediate location of the New Edinburgh Settlement at the latter place, and comments about Governor Grey's visit to the Southern Settlements being delayed.
-

- 
- 1846 Jan 10 No.8 Folios 28-30 Refers to Statement of Subsidiary Accounts Current  
Separate: List of Contents of box per 'David Malcolm' – a listing of various papers
- 
- 1846 Jan 30 No.9 Folios 31-33 Refers to Subsidiary Accounts and comments. Three cases however require more particular notice.  
[1] 'Adelaide' – over paid £10 is a payment made in London to a D. O'Leary who was dismissed before the ship sailed  
[2] 'Lady Nugent' – over paid £20 is also a payment made in London to D. Eady who did not come in the ship  
[3] 'Martha Ridgway' – underpaid £5 by the Courts separate despatch of 06 Jul 1840 – I was desired to pay the assistant £20 only instead of the usual allowance of £25.
- 
- 1846 Feb 06 No.10 Folios 34-37 Acknowledges receipt by the 'Mary Catherine' on the 3<sup>rd</sup> inst. of despatches. In daily expectation of the presence here of Governor Grey on his contemplated visit to the Southern Settlements the receipt of the directions to apply to His Excellency for a grant of the Otago block of land and to facilitate the purchase of the Wairarapa district is very opportune. The early departure of the brig 'Nelson' which takes to England a full cargo of the produce of our Settlements and fisheries, and the preparations for Mr Kettle's surveying operations at Otago do not permit me to notice in detail the important communications of which I have now acknowledged the receipt...
-

---

1846 Feb 06 No.11 Folios 38-51 The enclosed copies of correspondence between George Moore and myself will acquaint the Court of Directors that acting on the legal advice of Mr Ross and Mr Wakefield, which I deemed it expedient to take on the subject, I have declined to accede to the request of the occupant of the land granted by Captain Fitzroy to Mr David Scott in the town of Wellington that I should, on the part of the Company, defend any legal proceedings intended to eject them from possession. Neither have I consented to petition the Governor to cause the validity of the grant to be enquired into before a legal tribunal or otherwise to relieve the injured parties, lest such a step might involve the Company in similar responsibility in opposition to the provision in the Land Orders protecting them against acts of the Government. Short of incurring such liability I have thought it right to assist the occupants of the land in every way in my power and they have accordingly, on my advice, petitioned the Governor to the effect above mentioned; relying on the Company to bear them harmless in any reasonable expense that proceeding may entail on them.

Enclosures: [1] George Moore to Principal Agent 07 Jan 1846

We the undersigned owners: George Moore for Johnson Moor; G. D. Monteith; Samuel & Joseph; John McLagan; John Brown Reading; Burgess Sayer; Margaret Miller – of certain portions of land on Lambton Quay, forming part of Town Acres 488 and 489 respond to a notice dated 29 Aug 1845 by David Scott that rent be paid or give up possession of the land. As we only consider the above notice as a preliminary to some further legal proceedings, and as many of us are unable and all are unwilling to incur the expences which attend proceedings at law especially in a matter in which we consider ourselves bona fide purchasers under the New Zealand Company. We are therefore anxiously desirous to know if you are prepared to defend or maintain us in the possession of our purchases in the event of any further legal proceedings being directed against us. [2] Legal opinion by H. Ross and D. Wakefield

---

1846 Feb 06 No.12 Folios 52-56 Wellington Settlement

## Return of Stock 30 Jan 1846

District	Horses	Horned Cattle	Sheep	Goats	Asses & Mules
Wellington	71	181	218	280	9
Evans Bay & Ohiro &c	42	671	1905	114	12
Okiwi to the Heads	7	60	266	42	1
Karori	-	21	-	8	4
Kai Warra & Wades Town	-	96	-	42	-
Porerua Road	6	45	-	27	2
Porerua	9	104	-	2	-
Wairarapa & Out Stations adjacent	53	866	8070	-	3
Hutt	43	147	353	86	1
Manawatu Otaki & Waikanai	25	71	450	52	-
Kapiti & Mana	-	36	740	12	-
<b>Total</b>	256	2298	12002	665	32

## Population Return 1845 Division by Ages

Ages	Males	Females	Adult males	Adult Females	Males under 14	Females under 14
Under 6 years	471	505				
6 to 14	457	368				
14 to 19	166	177				
19 to 21	79	69				
21-30	385	339				
30-40	395	263				
40-50	196	105				
50-60	44	32				
Above 60	15	8				
<b>Total</b>	2208	1866	1280	993	928	873

## Married and Unmarried Persons

Places	Married Couples			Unmarried Persons				Total
	With families	Without families	Total	Bachelors	Spinsters	Widdowers	Widdows	
Wellington	378	71	449	371	199	18	24	612
Petone & the Hutt	106	18	124	94	28	6	4	132
Wades Town	15	2	17	7	2	1	-	10
Kai Warra Warra	36	4	40	24	10	1	-	35
Porirua Road	19	3	22	35	13	-	-	48
Evans's Bay & Ohiro	8	-	8	6	4	-	-	10
Karori	32	4	36	17	12	4	1	34
<b>Totals</b>	594	102	696	554	268	30	29	881

## Trades and Professions

Nature of Employment	Numbers
Agricultural including Labourers and Servants	521
Male Domestic Servants	23
Female Domestic Servants	87
Trades	415
Mariners	55
Merchants and Storekeepers	99
Medical Practitioners	13
Clergymen and Priests	6
Other Professions	84
Employed by Government	29

## Religious Persuasions

Denominations	Numbers	Names of Clergymen
Church of England	1371	Revd Robert Cole
Scotch Presbyterian	433	-
Roman Catholics	117	Revd J. O. Reilly
Wesleyans	146	Revds S. Ironside & J. Watkin
Independents	64	Mr Jonas Woodward
Baptists	40	
Religion not ascertained	18	
Hebrew Persuasion	19	
<b>Total</b>	<b>2208</b>	

## Buildings

Description and Cost	In the Town	In Detached Villages
Houses built on the European Plan	391	132
Houses built on the Native Plan	200	145
Warehouses and Stores not included above	33	11
Forges and Workshops	22	3
Wind Water and Steam Mills	2	3
Public Buildings	8	1
Number of Householders	119	25
Estimated Cost of Habitations	£73,793	£10,361
Estimated Cost of other Buildings	£17,765	£3,360

---

1846 Feb 06 No.13 Folios 57-62 Refers to grievous charges the settlers in New Zealand are subjected to for postage of letters. What the Colonists have to complain of is subjection to an additional charge of postage on letters and newspapers for what is called "inland conveyance" mentioned in clause 3 of the Postage Act. In repeated instances I have been called upon to pay double postage on letters brought by ships from England that have touched at Nelson or Auckland and once treble postage on some that had been at Nelson and Taranaki before reaching this place. Also enclosures regarding the salary of James Kelham.

---

- 
- 1846 Feb 06 No.14 Folios 63-72 Correspondence relating to the increase of salary for James Kelham
- 
- 1846 Feb 06 No.15 Folios 73-77 Statement of Notices of Transfer of Land Orders in the Settlement of Wellington Registry Numbers 312-313  
Also recorded in NZC110/1/135 – [www.nzpictures.co.nz/pandoraresearchANZ-NZC110-1-112.pdf](http://www.nzpictures.co.nz/pandoraresearchANZ-NZC110-1-112.pdf) (page 11)
- 
- 1846 Feb 06 No.16 Folios 78-104 Terms of Reference agreed upon between myself and Mr David Smith acting on behalf of the Firm of Willis & Co... it is further necessary to observe, in reply to the allegations contained in Mr Smith's letter, that the person named Allen was under the entire control of Mr Hunter who paid him his wages, and to whom he was accountable for the proper serving out the Rations and delivering his Accounts; he never delivered any Accounts to this Office, nor was he ever expected, or required to do so.
- Enclosure: Item "A" Account: Bethune & Hunter covering the period 03 Sep 1841 to 12 Jan 1842 and dated 23 Jan 1844. This mentions an amount recovered from the estate of R. A. Eaton, deceased of £5 4s – dated 03 Jun 1842.
- Enclosure: Item "B" Account: Willis & Co covering the period 26 Apr 1841 to 09 Sep 1842 and dated 23 Jan 1844. Mentions a Patent Weighing Machine, Brass Scales and European Rope. Also the transfer of £3 from the account of J. H. Luscombe.
- Enclosure: Item "C" Letter dated 28 Feb 1844 written by James Kelham – "I should have replied earlier, but for serious illness, which has kept me from business..."
- Enclosure: Item "D" Account Sales Charges and Nett Proceeds, Sundry goods sold by 'public' sale at Petoni on 28<sup>th</sup> March for account of the New Zealand Company – includes reference to Earthenware, Ironmongery, Clothing
- Enclosures: Items "E" and "F" referring to barrels of beef
- Enclosure: Correspondence dated Oct 1845 between David Smith & William Wakefield – Smith being engaged in winding up the affairs of the late firm of Willis & Co. of this place, and finding an amount owing by the New Zealand Company of £15 14s and of £84 16s 10d to Bethune and Hunter (which firm was up to 23<sup>rd</sup> January 1844 synonymous with that of Willis & Co.) I beg to enclose copies of the accounts, although I believe formerly rendered – and to apply to you for settlement of the same, with interest...
- 
- 1846 Feb 24 No.17 Folio 105 Refers to a statement of bills drawn upon Sir Isaac Lyon Goldsmid Baronet.
-

---

1846 Mar 12 No.18a Folios 106-115 Almost at the moment of the departure of the brig 'Nelson' by which I last had an opportunity of communicating with you, on the 6<sup>th</sup> ultimo, H.M. Ship 'Calliope' arrived in this port from Auckland with precise intelligence of the state of affairs in the north of the island. The pa of Kawiti had been breached on the 11<sup>th</sup> and taken by assault on Sunday the 12<sup>th</sup> of January. Thirty Englishmen, between soldiers and blue jackets, had been killed or wounded on the occasion, Kawiti and most of his people had escaped; but he and Heki had since sent in their submission to Governor Grey's conditions and the Rebellion might be said to be quelled.

On the 12<sup>th</sup> ultimo the settlers of Wellington had the satisfaction of witnessing the arrival of His Excellency, accompanied by Mrs Grey, in Her Majesty's Ship 'Castor'. The Governor landed almost as soon as the ship came to an anchor and proceeded on horseback to the valley of the Hutt, so long the scene and subject of strife between the two races in this settlement. His Excellency expressed himself highly pleased with the road, the appearance of the crops in mid-harvest and the decent and respectful demeanour of the rural population. In the afternoon, H. M. Steamer 'Driver', conveying 200 men of the 58<sup>th</sup> Regiment and a detachment of the Royal Artillery entered the Harbour and took up an anchorage off the Town. The progress across the port of this formidable vessel without a sail set, the first of her description that has visited the Australasian Colonies, caused great delight amongst the Colonists and silent wonder to the natives.

The Governor landed in in state on the 13<sup>th</sup> amidst the hearty cheers of the assembled settlers, and held a levee which was numerously attended. His Excellency returned a very satisfactory answer to an address of congratulation upon his appointment and safe arrival. The subject of the occupation of the valley of the Hutt was the first object of His Excellency's attention. Various rumours as to the intentions of the natives were current during some days and it seemed certain that they were not disposed to remove except upon compulsion. The Colonial Government Brig and the 'Slains Castle', arriving on the 14<sup>th</sup>, had brought 300 more troops; so that the disposable force, including marines and sailors, amounted to little short of 1,000 men.

Notices were issued to the intruding natives to quit the valley and Te-ringā-kuri and the strangers lately from Wanganui almost immediately complied with them. But the original usurpers under Kapartehau appeared obstinately determined to remain. They robbed and drove off the land some settlers who had been put in possession by the Police Magistrate by direction of the Governor. On the 24<sup>th</sup> His Excellency went to the Hutt, whither three hundred soldiers under the command of Colonel Hulme had proceeded at daylight. The troops halted at the bridge and the Governor accompanied by the Superintendent, Mr George Clarke Junr and myself went forward to talk with the refractory natives. On approaching to within a mile of their position one of them came running to meet us and when at about a hundred yards distance from us threw his spear towards the Governor in the fashion used when two native war parties approach each other and then ran back as fast as he could.



After advancing, the Governor sent on a friendly native to tell Kapartehau to come to him. The messenger returned with some of the unfriendly natives, the brother of the chief being one. They appeared agitated and alarmed, but obstinate, and all carried cartouche-boxes under their shirts or mats. Kapartehau sent word that he would meet the Governor if he would go on with only three persons, with which his Excellency complied. But it was of no avail. A quarter of an hour was allowed for the chief to appear, at the expiration of which His Excellency returned to the bridge and ordered the troops to immediately advance up the valley. Upon our again approaching the place we saw some of the natives as if in extended skirmishing order – but as we advanced they retired up the hills. The troops were bivouacked in a large potato clearing. The next day the natives reappeared; but, upon Captain Grey causing them to be informed that any who were seen would be fired at, they again retired to the cover of the forest. This manoeuvring continued for some days, till the intruding natives, emboldened by impunity, pillaged fourteen houses of small settlers whom they drove away and at length ventured near to a picquet of the 96<sup>th</sup> Regiment, who fired on them. This act seemed to convince the natives that their aggressions would no longer be passed over – for, after committing some further robberies and having had several volleys discharged at them by the troops when retreating, they finally quitted the disputed district in the evening.

On the 9<sup>th</sup> inst. the Governor visited Mana in H.M. Steamer 'Driver' which was accompanied by the 'Castor' frigate. Neither Rauperaha nor Rangiaiaata dared to accept the invitation to them to wait on His Excellency on board ship, but wished that he should visit them on shore, which proposal was declined.

Since that time 250 soldiers have been encamped on the banks of the Hutt and no further encroachments by the natives have been made. It is understood that 300 of the troops will be left in garrison in the settlement upon the approaching departure of His Excellency with the vessels of war on his return to the north – an ample force to protect the Colonists from molestation.

---

1846 Mar 30 No.19 Folios 116-131 Correspondence relating to an application to Governor Grey, for a conditional Grant of land in the Wairarapa. This was for three hundred thousand acres of land for the Church of England settlement proposed to be established in that district.

---

---

1846 Mar 30 No.20 Folios 132-136 Statement of the Expenditure of the New Zealand Company in Roads and Bridges in the Settlement of Wellington.

<i>From Wellington to the Valley of the Hutt</i>	
Costs including Salaries to Superintendants	£2,575 19s 4d
Length of the Roads	5 miles 6 furlongs at a cost of £447 19s 10d per mile
 <i>From Port Nicholson to Porirua Harbour</i>	
Costs including Salaries to Superintendants	£2,989 11s
Length of the Roads	12 miles 7 furlongs 10 poles at a cost of £231 12s 8d per mile
 <i>To and in Karori</i>	
Costs including Salaries to Superintendants	£1,557 8s 4d
Length of the Roads	4 miles 7 furlongs 20 poles at a cost of £383 7s 3d
Subscriptions to Ohairu, Wainuiomata, Muka Muka and other short roads	£136 18s 7d
 <i>Road up the Valley of the Hutt to the Mungaroa Steam</i>	
Cost	£1,652 5s
Length of the Roads	18 miles 4 furlongs 3 poles at a cost of £88 17s 2d
Bridge over the River Hutt	£410

---

---

1846 Mar 30 No.21 Folios 137-148 Mr Kelham's private letter to you of the 18<sup>th</sup> inst. by way of Valparaiso will have acquainted you that I was suddenly called upon to attend Governor Grey, in compliance with a proposal I had made to His Excellency to that effect, in his visit to the settlements of Wanganui and Nelson. We embarked on the 13<sup>th</sup> in Her Majesty's Ship 'Castor' which anchored off the mouth of the Wanganui river on the 16<sup>th</sup> inst. His Excellency was received at Petre with great joy.

I have the pleasure to report for the information of the Court of Directors that in lengthened interviews with the settlers and the natives a satisfactory arrangement of the questions in dispute in the district, based on the payment of £1000, which I had offered on the part of the Company, to place at the disposal of the local Government for the purpose of satisfying the natives, was proposed by the Governor and agreed to by all parties.

The object of this arrangement is to effect the acquisition by the Company of the block of 40,000 acres awarded by the late Commissioner Mr Spain, by payments to those natives who denied the sale of their land and to others who will be called upon to give up some small cultivations made by them since the date of the award. The details are to be proceeded with without delay under the directions of the Superintendent with the assistance of Mr Maclean, who has lately been Protector of Aborigines at New Plymouth, after which the Crown Grant of the land will be issued to the Company. His Excellency expressed himself much pleased with the available nature of the land and river and with their picturesque appearance.

After a stay of three days, we proceeded across the Strait to Nelson, which place was reached on the 20<sup>th</sup> inst. The arrival of the Governor being unexpected, few of the settlers attended his disembarkation; but during the progress of his visit, the interest he evinced in the welfare of the settlement and the satisfactory redress of the grievances complained of, promised by him, elicited from the whole community the warmest admiration and gratitude. In his inspection of the Waimea district he was most minute in his investigation into its qualities and repeatedly stated his high opinion of its merits and his surprize and pleasure at what had been accomplished by its enterprising occupants.

The principal points to which His Excellency's attention was directed by a Deputation from the settlers were the acquisition of the Wairao plains and valley for the rural sections – the future government of the settlement – the provision for the maintenance of the widows and orphans of those who fell at Wairao – the replacing in the Commission of the peace those gentlemen who resigned their offices upon being threatened with dismissal by Captain Fitzroy for signing the warrant for the apprehension of Rauperaha and Rangiaietā and several local measures as to depasturing cattle and sheep.

Immediate steps will be taken to bring about the cession of the Wairao, the claim to which was not reported upon by the Commission – destitution will be prevented amongst the sufferers from losses of relations and want of work – the dismissed Magistrates will be replaced in the Commission about to be issued – the Cattle trespass Act modified to meet the ends of justice and a Bill for facilitating and protecting the depasturing of live-stock be introduced into the Legislative Council, to represent the Nelson settlement in which His Excellency invited the attendance of Mr Alfred Domett, the able and unflinching champion of its interests and progress. With respect to the future Government of the settlement, the Governor intimated his intention to remove it from the charge of the Superintendent of the Southern Division, to visit it frequently himself, to cause its returns and accounts to be published separately from the general accounts of the Colony and eventually to recommend a local Council with powers to enact laws, subject to the approval of the Governor, in accordance with the wants and wishes of the settlers.

On the whole Captain Grey's engaging manners, his personal kindness to every individual, his sympathy with those who had made sacrifices and sustained losses in consequence of the depression of the Colony and his unaffected intercourse with the settlers and habitual indifference to his own case in the excursions in the neighbourhood, which his limited stay allowed, gained him at Nelson the same general goodwill which has been so strongly evinced towards him by the South Australian Colonies.

After a week's residence at Nelson we re-embarked on the 27<sup>th</sup> inst. at Croixilles Harbour, a most excellent port of shelter in Blind Bay, and returned hither yesterday in the frigate; not unmindful of her splendid accommodation and discipline or of the attentions of her Commander, Captain Graham, and his officers.

1846 Apr 14 In reply to an enquiry in your despatch New Edinburgh No.6/45, 11<sup>th</sup> September, respecting two Theodolites forwarded to Messrs Troughton and Simms to be repaired, I have to inform you, that they are the property of the New Zealand Company.

---

1846 Apr 14	No. 22 Folios 149-153 Statement of Bills drawn by the Principal Agent upon Sir Isaac Lyon Goldsmid (Bart) since the Date of Despatch No.17/46 – 24 <sup>th</sup> February – Mentions salary of Mr Carrington at New Plymouth; W. Fox, H. Daniels, James Kelham, D. Lewis and A. Wills.
-------------	--

---

1846 Apr 22	No.23 Folio 154 Refers to Balance Sheets and Statements of Accounts of this Settlement for the quarter ending 31 Dec 1845.
-------------	--

---

1846 Apr 23	No.24 Folios 155-170 Correspondence and newspaper clippings (New Zealand Spectator) regarding Spain's awards
-------------	--

---

1846 Apr 25	No.25 Folios 171-173 Statement of Bills drawn by the Principal Agent upon the Secretary of the New Zealand Company since Date of Despatch No.22/46 – 14 <sup>th</sup> April. Mentions compensation to Natives at Wanganui awarded in Notes & Specie by the Government Brig - £1,000.
-------------	--

---

---

1846 Apr 25 No.26 Folios 174-201 Papers, Newspapers &c relating to the Deeds of Grant executed by Governor Fitzroy in favour of Mr David Scott &c and the actions arising thereupon. Includes the Memorial of William Wakefield... mentions certain deeds of grant... one to David Scott dated 29 Jul 1845; one to Alexander McDonald dated 29 Jul 1845; one to George Young dated 29 Jul 1845

---

1846 May 13 No.27 Folios 202-265 Correspondence relative to the Native Reserves in the Wellington Settlement  
Wellington 13 May 1846. Before quitting us, the Governor directed the Superintendent to use his best efforts to induce the natives now occupying land selected by Colonists to remove to the Reserves, and, in the case of the Waiwetu tribe, to purchase a section for them, which has accordingly been done conditionally upon the proprietor, Mr Willis, being satisfied with the proposed price of £350.

Wellington 12 Mar 1846 Matthew Richmond to William Wakefield – enclosing report of Mr Thomas Fitzgerald upon the Native Reserves in the Port Nicholson District.

Wellington 04 Apr 1846 Alfred Wills to Colonel Wakefield – submitting observations on Fitzgerald's report  
This report also appears elsewhere and has been transcribed: See [www.pandoraresearchANZ-NZC110-1.pdf](http://www.pandoraresearchANZ-NZC110-1.pdf) (Item No.137)

---

1846 May 13 No.28 Folios 266-281  
Wellington 13 May 1846 That in consequence of the rebellious state of some of the natives in Wanganui the Governor did not think it fit that the Superintendent should, absent himself, as it was intended. His Excellency, therefore, not to delay the completion of the Wanganui arrangement, despatched thither his Private Secretary, Mr John Jermyn Symonds, accompanied by Mr White, a Government surveyor, and Mr Wills on the part of the New Zealand Company. The Colonial Brig, which conveyed the party, left this place on the 23<sup>rd</sup> ult. I delivered, by the Governor's directions, £1000 to the Commander, who was to land it when he should ascertain from Mr Symonds that the natives were willing to agree as to its distribution.  
Enclosure [1]: Wellington 18 Apr 1846 Matthew Richmond to William Wakefield – includes references to the Governors instructions to Symonds  
Enclosure [2]: Wellington 20 Apr 1846 William Wakefield to Alfred Wills regarding the trip to Wanganui

---

---

1846 May 14 No.29 Folios 282-285 Wellington 14 May 1846  
Mr Tomkies, a storekeeper in this Town, has applied to me for assistance to enable his wife and two children to join him by the first eligible opportunity. He has been led to do so in consequence of some misunderstanding that took place between his wife and the Brokers of the "Slains Castle" at the time of her last departure from London, having prevented her from then embarking. Independently of any facilities you might be able to afford in the arrangement with the Brokers of a Ship under engagement to the Company for the passage of Mr Tomkies's family, he solicits that in case their means of securing a cabin passage should not be sufficient, the Company would advance the sum wanting for that purpose, which he has entered into an undertaking, a copy of which I enclose, to repay here. With a view to forward the view of the applicant, who bears a good character amongst the useful class of settlers to which he belongs, to the Court of Directors that his wishes may be complied with.

Enclosure: Wellington 16 May 1846 Thomas Tomkies to William Wakefield

In the event of the New Zealand Company advancing any sum or sums of money for the purpose of enabling my wife and family to obtain a passage from England and join me here, I hereby engage to repay the amount together with interest at 10 per cent from the date of advance, to you or your Order, upon demand.

---

1846 May 18 No.30 Folio 286 Refers to Statement of Bills

---

1846 May 21 No.31 Folios 287-290 Re insurance of £10,000 upon Specie from Sydney to this place

---

1846 May 21 No.32 Folios 291-295 Forwarding Commissioner Spain's Report on the Company's Claim to land at Manawatu

---

---

1846 May 23 No.33 Folios 296-312

Since I wrote to you on the 25<sup>th</sup> of last month, occurrences have taken place in this settlement, with the causes of which I consider it important that the Court of Directors should become acquainted more fully than they could through the medium of the public journals. Before the arrival here of Governor Grey in February last a peaceable intercourse prevailed between the settlers and the natives in this district. The strange natives who had usurped possession of the valley of the Hutt were contented with being allowed to cultivate where they pleased and were not averse to the occupation of small portions of land by the Colonists. A good deal of jealousy existed on both sides and many minor disputes were the subjects of arrangement by the Authorities, but no collision, which could produce rancorous feelings, had taken place between the two races here.

The demands of the settlers and the New Zealand Company upon the new Governor were complied with as regarded possession of the principal field for cultivation in connexion with this Town. The measures by which such compliance was effected by the Military were directed by and executed under the eye of the Governor with a readiness and good will that have never been afforded us by the Local Government heretofore.

But it was repeatedly pointed out by many persons well acquainted with the localities of this district that unless the road from the valley of the Hutt to Porerua were occupied, or its point of entrance into the valley held by a competent force, no security would exist against renewed intrusion by the ejected natives, from Porerua, to which place they had retreated. The importance of these measures was fully admitted. It was thought impracticable to march troops through the thick-wooded country in which the path runs, but it was decided to command it by means of a force stationed at its junction with the valley. A suitable site was chosen by an Officer of Engineers and Advertisements for Tenders for the erection of a block-house were issued. It is said that the offers for the execution of the proposed work were too high – amounting to £450, and the project was, therefore, abandoned. The troops, then encamped near the spot, were retired to Boulcott's farm, situated a mile lower down and more in the centre of the valley. This was late in March. On the 3<sup>rd</sup> of April a man and his son, named Gillespie, who had been put in possession by the Police Magistrate of some of the land from whence the natives had been driven, were murdered by some of them who had entered the valley by the route abovementioned.

The Governor, whose indignation was roused by this atrocious outrage, proceeded to Porerua in the steamer 'Driver' and was visited on board by Rauperaha who professed friendly feelings towards the Government and the Colonists. Porerua, which is considered the key of this settlement, and where many obstructions of the traffic between the northern shore of Cook's Strait and this port have been for a long time offered by Rangiaiaata and his people, was taken possession of, and a Military post, consisting of 250 men, under the command of the senior Field-Officer destined to be left in the south by Captain Grey, was established there. The road by the coast was thus opened and held, and Rangiaiaata joined the natives who had been driven from the Hutt, at the head of the Porerua Harbour where they had built a pah and subsisted on the produce of the adjacent potato-grounds, the property of the natives of Porerua, who are now friendly to the Government.

On the 7<sup>th</sup> of April the Governor returned from Porerua. On the 22<sup>nd</sup> a man from the Hutt came in and reported to His Excellency that his house had been robbed, the night before, of everything he possessed by the ejected natives, who had returned, as when they murdered Gillespie, by the mountain road. Martial Law, which had been removed, was again proclaimed over this district with the exception of the Town of Wellington. A road party, consisting of 60 men was ordered to improve and complete the main road between Port Nicholson and Porerua, where Major Last of the 99<sup>th</sup> Regiment, was left in command. The stockade at the Hutt Bridge was garrisoned by 50 men under a Subaltern Officer and a Captain with 100 men occupied Boulcott's farm. The command of the garrison of Wellington was entrusted to Major Arney of the 58<sup>th</sup> Regiment, and the 'Calliope' frigate was ordered to remain in the harbour.

Under these circumstances the Governor departed for Auckland, whither the approaching Session of the Legislative Council and the general measures for the Government of the Colony imperatively called him.

Ten days afterwards, the arrangements made by him were altered. Major Last returned from Porerua, leaving a Captain in charge of the position established there. Fifty men were removed from the camp at Boulcott's farm to assist the party making the road to Porerua – the Subaltern Officer formerly at the Bridge-Fort changing places with the Captain at the Camp.

Repeated warnings that the hostile natives intended to make a descent on the Hutt valley were given to the Superintendent. Epuni, the head Chief of Port Nicholson, came to me to solicit fire-arms for his tribe, whom he offered to lead up the valley to keep watch in front of the Camp. Upon my referring him to the Superintendent, without whose sanction no arms or ammunition can be legally supplied to the natives, the chief's services were declined. A reconnaissance was made at Porerua by order of the Commanding Officer, when the boats employed were heavily fired upon from Rangiaiaata's pah.

Day after day Epuni and the other chiefs of this entreated in vain to be furnished with arms. A messenger from them, who had visited the hostile pah, reported positively Rangiaiaata's intention to order an attack at the Hutt, which our natives said would be prevented by a forward movement of the Troops, with whom they offered to cooperate.

On the 16<sup>th</sup> inst., the camp at Boulcott's farm was surprised before daylight. The dispersion of the men in scattered small buildings and tents, and the want of preparation for defence rendered vain the courage of the detachment. Six of them were killed on the spot and five wounded, of whom two are since dead. The accompanying number of the "New Zealand Spectator" gives the particulars of the attack. [No.85 23 May 1846 Enclosed].

The settlers on the Hutt have totally forsaken their agricultural operations since this disaster and nearly all the families have removed within the protection of the Bridge Fort. A complete panic has also seized the inhabitants of the Town, which is constantly patrolled by parties of the Line, Militia men and Man-of-war's men.



The Magistrates yesterday addressed Major Last, calling upon him to assume offensive operations at Porerua by the Troops under his command aided in any way he might think advisable, by the Militia, the Volunteer Corps and the armed natives of the settlement. Their application has hitherto been without result. Information of the late surprise at the Camp has been despatched to Governor Grey and it is hoped that his immediate presence may prevent further disaster.

---

1846 Jun 27 No.34 Folios 313-332 About Spain's report and award on the Company's Claim to land in the district of Port Nicholson  
I anticipate but little difficulty in bringing it to a satisfactory settlement under the directions given by His Excellency the Governor; but I have been verbally informed that in the present state of the rebellion in this neighbourhood and of the resident natives, with whom the negotiations must be carried on, being now under arms against the rebels, some delay must unavoidable occur.

Enclosure: Wellington 12 Jun 1846 Matthew Richmond to William Wakefield

I beg to call your attention to those parts that relate to the Compensation (£400) which has been paid to the Chiefs Rauparaha and Rangihaeata for the district of the Hutt – and with reference to what passed between His Excellency the Governor and yourself on the subject, may I request you will favour me by stating whether you wish that sum to be repaid to you, or appropriated in the manner suggested by His Excellency.

Enclosure: Wellington 12 Jun 1835 William Wakefield to the Superintendent of the Southern Division

On two points I feel it to be a matter of duty to the New Zealand Company to guard against any tacit acknowledgment of their truth or justice by distinctly protesting against them. The first has reference to the Memorandum of proceedings at your house on the 29<sup>th</sup> of January 1844. The Memorandum as quoted by Mr Spain is quite correct as to the exception from the Crown Grant to the Company of lands in cultivation by the natives from the period of the foundation of the settlement up to that time; but Mr Spain omits to state that, upon my remonstrance with Governor FitzRoy, he specially added "but not those, if included in those lands which the Commissioner shall report to be fairly purchased from the Natives." The evidence of the minute I made at the moment, recording these words, is confirmed by the reasonableness of the exemption of such land, so specifically sold, from reservation for the use of the vendors, and has been practically acknowledged by His Excellency Governor Grey taking possession, for the settlers, of the valley of the Hutt.

The other special point against which I must protest is the recommendation upon which Crown Grants of portions of land within the Town of Wellington have been issued to Messrs D. Scott, G. Young and Alexander McDonald, as assignee of Robert Tod. I feel that it is unnecessary that I should adduce arguments against this recommendation since the Supreme Court has decided, by directing a nonsuit in an action of ejectment brought by one of the Grantees (upon the grounds of the Crown having been deceived by the Commissioner to issue these Grants) that it was contrary to Law and Justice.

In respect of the £400 paid by His Excellency Governor FitzRoy to Rauperaha and Rangiaiaata for the district of the Hutt in opposition to Mr Spain's recommendations, although his Report bears evidence of his having taken much trouble to induce at least one of those chiefs to accept payment from himself of part of the compensation required from the New Zealand Company, for accession of his rights to that portion of the district, I would observe that the remarkable inconsistency of the intended payment by him of that sum with the protest in this Report against its actual disbursement renders it doubtful whether, in justice, the Government is bound to return the amount to the Company.

But having on the part of the Company made the payment of £1500 upon the understanding, as stated by Governor FitzRoy and quoted in Mr Spain's report that Mr George Clarke undertook "to satisfy all the claims of the natives within the district" for that sum, I willingly acquiesce in the appropriation of any portion of it in the manner suggested by His Excellency the Governor, viz the acquirement of the portions of land allotted to purchasers from the Company which are now in the occupation of the natives in this district, independently of the reserves made for them, and as, by the return of Mr Wills from Wanganui, I am now enabled to direct a Surveyor to ascertain, in conjunction with the Crown Surveyor, their extent and locality.

Enclosure: Wellington 19 Jun 1846 Matthew Richmond to William Wakefield

I beg to acquaint you that I have instructed Mr Fitzgerald to proceed, in conjunction with Mr Wills, with the survey of the Native Cultivations embraced in the arrangement entered into at my hands on the 29<sup>th</sup> January 1844, with the view – not only of ascertaining their extent and locality – but of carrying out the suggestions of His Excellency the Governor regarding them.

Enclosure: Typewritten copy of Mr Spain's report for investigating and determining titles and claims to land in New Zealand.

---

1846 Jun 30	No.35 Folio 333 Refers to a Statement of Bills amounting to £410 11s 10d
-------------	--

---

1846 Jul 14	No.36 Folios 334-337 A list of despatches received via the 'Ralph Bernal' on 28 Jun 1846
-------------	--

---

1846 Jul 14	No.37 Folio 338 Wellington I beg to call your attention to an omission in the consecutive order of the numbers of Registry of Transfers in England. Your despatch No.40/45 of 4 December covering Statement of Transfers numbered from 712 to 175, refers to the last Statement per despatch No.11/45 of 30 June which is numbered from 695 to 699 inclusive.
-------------	--

---

- 
- 1846 Jul 18 No.38 Folios 339-345 Wellington – enclosing further correspondence on the subject of Crown Grants of Land made to individual claimants in this Town by Captain FitzRoy.  
Enclosure [1]: Auckland 16 May 1846 Andrew Sinclair to William Wakefield – Warrants in the several cases alluded to by you have been granted to the Attorney General, and I am directed by His Excellency the Lieut. Governor to forward the same to you, endorsed by the above officer, to enable you to sue out the writs you require.
- Enclosure [2]: Governor Grey to William Swainson, Attorney General re Memorial from Wakefield praying that a Scire facias should be sued in the Supreme Court to shew cause why a certain Deed of Grant from the Crown of Land in the Town of Wellington to one David Scott dated 29 July 1845 should not be declared void and be annulled.
- Enclosure [3]: William Wakefield to the Colonial Secretary – acknowledging receipt of Warrants that enable him to sue out Writs of Scire Facias to show cause why certain Grants of Land to David Scott, Alexander McDonald, Alexander McDonald and George Young should not be declared void and cancelled accordingly.
- 
- 1846 Jul 18 No.39 Folios 346-354 Wellington – I have verbally received from Governor Grey the most satisfactory assurances that the Commissioner, Major McCleverty will be instructed by him to facilitate the speedy acquisition of the Wairao district, of the lands excepted from the Grant of the Port Nicholson Block and of those in the Wairarapa and Ruamahanga requisite for the contemplated Church of England Settlement.
- Enclosure [1]: Auckland 07 May 1846 Andrew Sinclair to William Wakefield – that Her Majesty's Government had unfortunately not succeeded, at that date, in finding any person possessing the requisite qualifications, willing to undertake the office.
- Enclosure [2]: Wellington 04 Jul 1846 William Wakefield to the Colonial Secretary – acknowledges receipt of news of McCleverty's appointment
- 
- 1846 Jul 18 No.40 Folios 355-377 Wellington – Correspondence respecting acquisition of the Block of Land at Wanganui
-

---

1846 Jul 18 No.41 Folios 378-382 Wellington – Statement of the appropriation of the sum of £1000 returned from Wanganui; and drawn for compensation to the Natives per Bill on Secretary No.254 dated 20 Apr 1846.

20 Jun 1846 Paid T. W. Clarke Esq. in discharge of the following Bills returned under Protest from London

No.29 Nelson 02 May 1843 drawn by Arthur Wakefield in favour of Charles Empson	£534 4s
Nelson 31 Dec 1842 drawn by Arthur Wakefield in favour of William Budge	£50
No.25 Nelson 31 Dec 1843 drawn by Arthur Wakefield in favour of William Budge	£50
No.22 Nelson 31 Mar 1843 drawn by Arthur Wakefield in favour of James Howard	£30
Damages 25 per cent in lieu of all claims for interest, exchange, notarial charges &c	£166 1s
30 Jun 1843 Paid in part Salaries to this date as per statement of bills advised in Despatch No.42/46 of 18 Jul 1846	£169 15s
TOTAL	£1000

---

1846 Jul 18 No.42 Folios 383-385 Enclosing Statement of Bills drawn by the Principal Agent of the New Zealand Company upon the Secretary since the date of last Despatch 35/46 of 30<sup>th</sup> June

---

1846 Jul 21 No.43 Folios 386-394  
No opportunity of communicating with England has occurred since the date of my letter to you of the 23<sup>rd</sup> of May No.33/46, in which I reported the critical state of this Settlement produced by the open rebellion of the natives under the command of Rangiaiaata at Porerua.

The distinguishing point between the war of races at the Bay of Islands and that in this neighbourhood has been that in the former case it arose out of the question of sovereignty and was carried on aggressively by Her Majesty's Forces after the sacking of Kororarika until its termination. In the latter instance the contest commenced with the forcible expulsion by the Troops of some natives who had intruded themselves on land on the Hutt not belonging to them, but who have since not only fortified a new position and increased their numbers, but have harassed and robbed the settlers and surprised the troops.

I have before related their successful attack on the camp & their murder in May last of two unoffending settlers, the Gillespies. On the 15<sup>th</sup> of June another industrious small farmer named Rush was savagely tomahawked whilst catching his horse on the bank of the river and two days afterwards a party of soldiers on the march were fired on and had an Officer and four men hit, one of whom is since dead of his wound. The hilly and timbered nature of the ground (although in this respect it is said not to be worse than the approach to the Ruapekapeka) the season of the year – the want of sufficient troops and supplies of clothing have all and each been assigned as reasons for not undertaking offensive operations at Porerua, which would have put an end to these outrages.

Governor Grey, on becoming acquainted with this state of things, lost no time in quitting Auckland and arrived here on the 1<sup>st</sup> instant in Her Majesty's Steamer "Driver". His Excellency visited the military posts on the Hutt and directed the repairs of the roads in that district and towards Porerua to be vigorously carried on, with a view to a complete occupation of the country in the approaching spring by means of the reinforcements he is led to expect from Sydney and England. On the 11<sup>th</sup> instant the Governor proceeded in the "Driver", accompanied by the "Calliope" frigate, to Porerua, where he landed some artillery, ammunition and stores in readiness for any sudden movement he might hereafter determine upon making. After his return to Wellington and whilst preparing for his departure for Auckland intelligence was received by the Governor from Wanganui that 100 men had left that place to join Rangiaiaata. They consisted of several well-known troublesome petty chiefs and their followers, seventy of whom were provided with fire arms – the remainder were armed with tomahawks, and Rangiaiaata had instructed them by a messenger how to reach him at his pah at the head of the Porerua harbour without passing in front of Waikanae, the residence of a portion of the Ngatiawa tribe, who have engaged to stop any natives hostile to the Government and the Colonists. Immediate preparations for another Expedition, were only delayed by the infirm state of the boilers and funnel of the "Driver", which has now been five years in commission and on active service and requires constant repairs.

His Excellency, at length impressed with the faithfulness and mendacity of the Wanganui and Ngatittoa natives, (who had repeatedly given him written assurances of their loyalty), and with the urgent necessity of taking steps to overawe the numbers encouraged by Rangiaiaata's successes to ally themselves with him, was not deterred by these obstacles. The "Calliope" was left moored in the harbour, whilst her gallant commander, Captain Stanley, with other Officers and 50 men of her crew and marines with 20 of the armed police of the district and troops, making up in all 400 men, embarked in the Steamer on the 20<sup>th</sup>. It is understood to be Governor's intention to leave a party of armed police and to arm a portion of the friendly natives at Waikanae to oppose the march of the Wanganui party to the head-quarters of the rebels 23<sup>rd</sup> July.

I have kept my letter open till the last moment previous to the sailing of the "London" which will convey it by way of India, and have just received intelligence that the Governor, after landing at Waikanae, had proceeded to Otaki. The Steamer was anchored off the latter place and His Excellency was on shore with the troops and small-armed men of the frigate and had addressed the Wanganui party which had arrived there, my informant presumes, with a view to induce them to return to their own place of residence.

A barque arrived here last night from Sydney, bringing 150 men of the 65<sup>th</sup> Regiment, sent by Sir Maurice O'Connell upon his receiving intelligence of the attack on the camp on the Hutt. It is understood that the whole of that Regiment is destined for this Colony, and it is known that Governor Grey has requested all detachments intended for it to be forwarded direct to this Settlement instead of Auckland.

---

1846 Jul 24 Folio 395 Wellington – Refers to Balance Sheet and Statement of Accounts of this Settlement for quarter ending 31 Mar 1846

---

---

1846 Aug 04 Folios 396-402 Wellington

In continuation of my letter to you of the 21<sup>st</sup> ultimate I have to inform you that on the night of the 23<sup>rd</sup> ultimo in execution of a plan of operations laid down by Governor Grey before his departure from hence, in accordance with advice from persons well acquainted with their probable effects, His Excellency directed a landing of troops, sailors and armed police at Taupo pah, Porerua, for the arrest of Rauperaha and others on a charge of having treasonably afforded assistance to the rebels.

Captain Stanley of the "Calliope" headed the party landed from the Steamer "Driver" and succeeded, without bloodshed, in surprising and taking on board Rauperaha, Charley, Kanae and four others of the Ngatittoa tribe, all of whom were engaged in the Wairao Massacre.

The effects of this decided measure, which fully justifies the long continued complaints of the settlers that Rauperaha was encouraged in his hostility by the ill-judged coaxing and attentions of the local authorities, are already manifest. Rangiaiaata and his immediate followers, no longer supported by supplies of provisions from Taupo pah or emboldened by the impunity extended to open acts of opposition on the part of natives calling themselves friendly to the Government, have retired from their position into the densely-wooded country in the rear, and are known to be terror stricken at the vigorous measures now in progress against them.

Captain Grey returned to this port on the 28<sup>th</sup> ultimate in order to make arrangements for a combined movement on the rebels. He resailed in the "Calliope" on the 30<sup>th</sup> with the reinforcement of the 65<sup>th</sup> Regiment, before mentioned, for Porerua, on arriving at which place he found that the party of the Hutt Militia and Epuni's native force, who had received orders from him to march two days after his departure, had traversed the native path from the Hutt and had, after capturing a scout of the rebel party, taken possession of their strong hold without any conflict. It is conjectured that if the Troops stationed at Porerua had, in pursuance of the proposed combination, acted on the offensive, the capture of Rangiaiaata would have been effected; but orders for their moving had not been received, and the voyage of Captain Grey having been prolonged in consequence of the ineffective state of the "Driver" preventing the employment of that vessel for the service at the moment the party from the Hutt had reached the scene of action unsupported, before his arrival.

The "Driver" sailed from hence this morning in order to convey troops up the coast with a view to intercept Rangiaiaata's retreat to the northward and it may be hoped that the rebels under his orders may yet be fallen in with in a body. Their dispersion, unhurt, may lead to desultory plunder and aggression on out settlers, in which they would be assisted by the body of Wanganui natives who were on their way to Rangiaiaata's headquarters, but who had retraced their steps in consequence of the active movements of the Governor.

---

- 
- 1846 Aug 04 Folio 403-409 Wellington  
Sir, The accompanying number of the "Wellington Spectator" will acquaint you for the information of the Court of Directors, with the proceedings of a meeting of holders of Landorders in this Settlement. I purposely refrain from offering any remarks on the statements made by the speakers at the meeting until I have received a copy of the Memorial resolved to be addressed to the Court, when, notwithstanding my assurance that the Directors are so much better able to reply to the accusations brought against the Company than I am, I shall venture to offer some observations and forward copies of some documents bearing upon the various points under dissension for their guidance.  
Enclosure: The New Zealand Spectator and Cook's Strait Guardian 01 Aug 1846
- 
- 1846 Aug 04 Folio 410-420 Wellington  
Sir, I have to acquaint you that with much difficulty and after many delays interposed by the Administration to the late Mr Hunter, I have succeeded in obtaining a Settlement of the Cash Account due from the latter to the Company...  
Enclosure: Amount of George Hunter's Cash Account...  
Enclosure: Legal opinion – New Zealand v Hunter – H. T. Chapman
- 
- 1846 Aug 04 Folio 422-428 Wellington  
Sir, I enclose you a Statement of Bills amounting to £97 16s 7d drawn by me upon Sir Isaac Lyon Goldsmid, Bart., since the date of my Despatch 22/46 – 14<sup>th</sup> April; also a Bill, amount £471 11s 7d drawn by me upon you, since the date of my Despatch No.4246 – 18<sup>th</sup> July.  
  
Enclosure: Statement of Bills drawn by the Principal Agent... - mentions A. Wylie, Mr Wills, S. Scroggs
- 
- 1846 Aug 21 Folio 434 Statement of Bills drawn by the Principal Agent since 04 August – mentions J. C. Drake, Captain Thomas, H. Charlton, W. Davison, R. Park, C. H. Kettle
- 
- 1846 Sep 03 Folio 435 Wellington  
Sir, In respect to the subject of New Zealand flax, to which your despatch of the 4<sup>th</sup> of December last No.37/45 relates, I beg to acquaint you that I lost no time in making known by means of the local Newspapers M. Saya's wish to enter into a contract for the annual supply of a thousand tons. I regret that the price offered by M. Saya has been inadequate to induce anyone here to embark in the proposed undertaking. The letter from Mr Partridge of which I enclose a copy will serve as a guide to those interested in knowing the cost at which Maori-dressed Phormium Tenax can be procured.
-

---

1846 Dec 18 Folios 565-591 Wellington

Sir, It is possible that the Court of Directors of the New Zealand Company will, before you receive this letter, be in possession of one addressed to them by the Land Purchasers resident in the First and Principal Settlement claiming compensation for the Company's breach of Contract and calling upon the Directors to fulfil the terms of purchase. In the expectation that the Committee appointed to take measures for transmitting to the Court the letter in question (which has been printed and was published on the 12<sup>th</sup> of last month) would have made use of my services for that purpose, or, perhaps, have called upon me to remedy, so far as lay in my power, the grievances complained of therein, I have hitherto deferred noticing the representations it contains.

But as neither of these measures has been adopted and an opportunity of direct communication with you now presents itself, I do myself the honor of requesting you to lay before the Directors some remarks on the publication that may assist them to arrive at just conclusions as to its nature and merits.

The pamphlet under notice professes to be a letter from the Land Purchasers resident in this Settlement. Such a description of it is not correct, since it bears only forty-four signatures. The &c &c &c which follow might lead the public to believe that all the remainder were parties to it, but that their names were omitted for want of space. This is by no means the fact.

It might also be inferred from the last Resolution adopted at the Meeting of holders of Land Orders on the 29<sup>th</sup> of July last that the Letter was prepared by the gentlemen who were then appointed for that purpose, whereas two of the five, whose names would have added much weight to the documents objected to the tone and terms of it and withdrew from the Committee. Neither are their signatures appended to the Letter. Without dwelling on the fact of the document being the laboured production of an individual from whose extreme opinions expressed in it many of those who subscribed their names dissent, or on the manner of canvassing for signatures, procured from many who, under the influence of agitation and excitement, were ignorant of that for the truth of which they vouched. I will confine myself to stating the results of my examination of the statements thus brought under the consideration of the Directors.

I pass also lightly over the prefatory comments on the general proceedings of the Directors, since they themselves can more appropriately again refute, as their published Reports and correspondence with the Colonial Office have already done, the accusations of breach of faith towards those who have, through them, dealt with the Company. But I have noticed with no small surprise the statement intended to convey to the public, although it is qualified in a subsequent sentence, that the parties to the Letter have never yet obtained possession of the lands they selected, as if they were all in that position, and that a price varying from £100 to £1000 had not been repeatedly realized by the sale of a single town-acre in this Town by some of those who now come forward to represent the hardship of never having been put in possession of land both in Town and Country that was the subject of constant cultivation, sale, or exchange by them. Neither can I overlook the astounding announcement contained in the suggested statement of the ruin and



hardships the settlers have undergone in the Colony, that the capital introduced by them into this Settlement amounted to between one and two millions of pounds sterling, when to those on the spot it is well known that with very few exceptions the whole of the presumed writers of the Letter are in better circumstances by means of their land than when they purchased it and, to any who have taken the trouble to calculate it, that the smaller of the two sums above mentioned is more than double the capital that has been here expended by them, and that a great portion of that outlay is represented by their property in the place. With respect to the comparison between their transactions with the Company and those between a purchaser of wares and a merchant who fails to deliver what he has sold, it is, it seems to me, too unreasonable to require a lengthened denial of the implied analogy when we look back to the circumstances of the purchase of the land under a system of Lottery, by which a holder of a land-order might in consequence of the nature of the country and the want of a road-fund, be deprived of the means of occupying it: and of the opposition of Official authority against which it was even in that early period of the Company's existence found necessary to protect itself by a special proviso against any breach of engagement arising out of acts of the Government. Can the same rule, I would ask, which guides us in an every day matter of business be adopted as a principle in such unusual and complicated transactions?

However well-disposed the Company may be to afford compensation to those individuals who by a plain statement can prove that they have been losers owing to an inability to procure possession of the land sold to them by any fault of theirs or their agents (and in this respect the fairness and liberality of the Directors is vouched for by experience) I cannot admit the justness or truth of any of the arguments in favour of general compensation brought forward in the clauses of the Letter in which the writer has endeavoured to prove that claim. The value of the Land awarded to the Company by Lord Stanley cannot be computed by any comparison with the price heretofore obtained and must be taken at a much lower estimate since the practice of squatting has been countenanced and cannot be suppressed without great injury to the holders of stock, because the natives are generally unwilling to place the waste land they call theirs at the disposal of the Government, and are authorised to decline to do so by the Treaty of Waitangi.

It is impossible for me, who am dwelling in the midst of all those who are represented as having "lost everything" and know generally the state of ease and safety they enjoy, to concur in the correctness of that representation. I am equally incapable of perceiving that whatever value the Company's lands possess must be attributed to the "personal enterprise" of purchasers from it without estimating the surrender of its possessions in the North of the Colony and of a claim to a vast territory on the shores of Cook's Strait for the advantages guaranteed to it by the agreement of November 1840, the important influence that body from the station and character of its Directors possess with the Home Government, on the indefatigable personal exertions of those gentlemen, made at a sacrifice, in all instances, of pecuniary interest, in many of also their time and health; and therefore, I cannot admit, on that presumption, that the claimants are entitled to compensation at the hands of the Company.

From the general expressions of the Company's desire to promote the concurrent benefit of the settlers referred to, as contained in the 3<sup>rd</sup> Report 1841 and in their despatch to me of 26<sup>th</sup> April 1841, I am quite unable to draw the extreme inference adopted, that thereby the Company had distinctly admitted a positive and moral obligation to afford compensation out of their Land for the hardships and sacrifices to which the settlers had been exposed, and I am equally ignorant by what express agreement and when they can be said to have guaranteed the Government against all responsibility to the Land purchasers and have taken upon themselves the sole liability of making good the Company's engagements, whilst the Government neglects to fulfil its share of the compact.

The author of the Letter, when in adverting on the non-fulfilment of the Company's Prospectus of June and July 1839 speaks of circumstances of which personally he could have no knowledge. He arrived in the Colony in 1841 and it is only charitable to suppose that entire ignorance of what had occurred towards complying with the conditions of the Prospectuses in the first two years of the existence of the Settlement has led to the unfounded observations in which he has indulged. I am prepared to maintain that no departure from the published conditions of sale of land took place beyond that enforced by Her Majesty's Government, from any responsibility for which the special proviso on the Land-orders exonerates the Company. The propriety of the choice of the site of the First and Principal Settlement is not disputed, and Sir George Gipps' decision that the Company's choice of 110,000 acres of land should be made in a continuous block near Port Nicholson necessitated the survey of the land around its shores, complained of as worthless. Subsequently when the Colony was withdrawn from the authority of the Governor of New South Wales, Captain Hobson, as a matter of indulgence, allowed the limits of the block to be extended to the southern bank of the Manawatu River. He positively declined to allow the Wairarapa District to be included in it. The completion of the purchase of the Manawatu District was shortly afterwards effected and the land was surveyed after a decision that it was admirably adapted to the wants of the holders of land-orders; many of whom, now parties to the Letter to the Directors, visited and examined it in company with the Agent and Surveyor-General of the Company. At a later date some of the holders of the choices of land at a public Selection requested to be allowed to have their choices recorded as having been made at Otaki, Waikanae, Wainui and elsewhere, at their option; the possession of the sections at those places to be obtained from the natives by the choosers. No one can with fairness deny that these terms afforded the selection of the best land within the limits prescribed by Captain Hobson. In regard to the departure from the strict terms of the Second Prospectus, the writer of the Letter is equally in error as respecting the First. It was only by the act of the Home Government that the Company were by the Agreement framed by Lord John Russell's directions, compelled to forego and disclaim all title or pretence of title to any lands purchased or acquired by them in New Zealand other than in that part of the Colony at which their Settlement had been founded. By the Agreement of 1840 that portion of the lands advertised for selection in the Second Prospectus at Hokianga, Kaipara, Manakau, the Islands of Waiheke and Paroa and the borders of the Thames was surrendered by the Company. So that the conditions of the Prospectus as regarded such lands could not be fulfilled. With respect to the selection promised by the Prospectus "in the present or future territories of the Company" I admitted the right of those who held land-orders under it to reserve their choices, until a Meeting of holders of such land orders requested me unanimously, through its Chairman, to Survey the Wanganui District and to offer for selection to meet the circumstances of this case. I did so at their most earnest solicitation, and have never denied to any who did not sign a requisition to me reserving his choice for any other District opened for choice by the Company.

The records in the Company's offices in London and here afford abundant contradiction to the assertion so often repeated that no efforts were made to ensure to the holders of choices the offer of the best land in the power of the Company's Agents to make. The Report of Mr Stokes (one of those who has signed the letter) and Mr Park, of their journey to Taranaki is treated with a contempt which, for amount of information respecting the country they saw, it ill deserves.

Another important error is made by the author of the Letter, when he says that the districts of Manawatu and Wanganui were included in the Schedule submitted by me to Governor Hobson for his confirmation. A reference to the Schedule in question which was not submitted by me but was prepared by Mr Felton Mathew the Surveyor General of the Colony, by whom it was signed before Captain Hobson sent it to me, will prove that the Manawatu was only there mentioned in order to define the boundary of the neighbourhood of Port Nicholson by which I understood the First and Principal Settlement.

The district of Wanganui was appropriated to the holders of the Secondary Series of land orders at their own instance, in order that they should not have to await their selection during the survey and allotment of the lands of the First Series.

With regard to the Wairarapa, besides the prohibition I received from Captain Hobson to consider that District in the neighbourhood of Port Nicholson, or in the First and Principal Settlement, (made I believe at Mr Willoughby Shortland's suggestion that it would be a desirable place for the Crown to purchase and sell by Auction) I cannot allow that it was so accessible as was the land between this port and Manawatu or agree with the description of its size and capabilities, which in the Letter is greatly overrated.

The accusation of a niggardly distribution of good land in the Wainuiomata comes with a bad grace from the author of the Letter, who profited by a choice in it of three hundred acres, every acre being flat available land, for three unchosen land-orders of the Second Series – the remainder of the District being distributed amongst persons who voluntarily exchanged land already chosen in localities unapproached by roads, or disputed by the natives, in a manner more suited by the addition of a portion of hilly land to each flat section of 25 acres to adapt the old survey to the new one, required to suit its altered purpose.

I think I have now noticed all the charges brought against the Directors and myself as Agent of the Company fully enough to render it unnecessary for me to repeat my dissent from the broad and sweeping deductions attempted to be drawn from such erroneous statements and upon which the claimants found their extraordinary demand, "not as a matter of favor but of right", that they should be allowed to throw up their selections; to require that the district of the Wairarapa and other blocks of land be purchased, surveyed and thrown open to their choice, and to protest against the appropriation of those Districts to the formation of new Settlements.

In reference to the second part of the Document before me I may add to the remarks I have already made that are applicable to many of its topics that the declaration by Captain Hobson that "in the agreement between the Government and the Company there was certainly nothing which had any reference to the latter's engagement with private parties", is strangely inconsistent with the surrender enforced on them by Lord John Russell of those lands in the north of the Colony out of which they might have been called upon to fulfil the conditions of the Second Prospectus. It was under the conviction that such surrender had disabled the Company from complying with the terms of the Prospectus that I gave Mr Bannister my opinion, which I see no reason to change, that the holders of secondary land orders were precluded from selecting according to the conditions of sale. I resorted to no measures such as described in the paragraphs on this subject to prevent choices elsewhere than at Wanganui, and I made the arrangement with Mr Moore (when I was ignorant that he was not one of those in the position I have before described of not having agreed to make his choice in that District) at the request of his partner the late Mr Johnson and himself. Such arrangements would have been agreed to by me in any similar instances to avoid disputes between the Company and those who had emigrated under its auspices. Mr Sinclair was in a position of not having consented to the Wanganui plan and with him I entered into an agreement suitable to his views as resident at Pigeon Bay, contingent on the New Zealand Company becoming entitled to the lands of the Nanto-Bordelaise Company in that place. I deny distinctly that I was in any way compelled by threat of litigation or otherwise, or induced by partiality to accommodate these parties on the part of the Company by a compliance with their wishes; and I see not how the language used in reference to these transactions can with any fairness be addressed to the Directors, when I alone was and am responsible for the Company's share in them.

Having replied to those points in the letter upon which my residence in the Colony, or personal charges, direct or implied, have called upon me to explain for the guidance of the Directors or for my own justification, I beg to leave the Court to decide on the mode of treating the preposterous demand of the claimants propounded in the latter paragraphs of the document, in language no less insulting than uncalled for, that the lands, awarded to the Company by Government in respect of the 75 per cent of their "monies" be given up to them.

The inflated tone of their address and the legal subtlety displayed in the doctrine of trusteeship laid down with, as it were, judicial authority, prevent me from treating the proposal as a jest; but I cannot but think that the claim set up by them for all the Company's land as theirs, on the ground that the Company got it from Government in return for expending in Immigration 75 per cent of the Wellington purchase money, is as ridiculous as that a man should claim a seat in his tailor's one-horse chaise or his pew at church, on the ground that the payment of the claimant's bill had helped him to it. Which of the gentlemen who have made this appeal would have the hardihood to say that they were promised or had the most remote idea of obtaining more than their land and 75 per cent of the purchase money in labour? As it is, the Author and his abettors are obnoxious to the very ugly imputation of making their afterthought the foundation of an attempt at extortion.

I know not that I can conclude this letter with an assurance more calculated to be satisfactory to the Directors, whose sincere anxiety for the welfare of the settlers under their auspices has upon all occasions been evinced, than that the absurd declarations contained in the letter which has elicited the above remarks as to the utter ruin and lamentable condition of this community are totally groundless. Some parties, it is true, have left this Settlement as has happened in all the Settlements of the Colony, in worse circumstances than when they arrived in it, owing to the obstacles they encountered in obtaining possession of land they had paid for, created in most instances by the Local Government's neglect of, or opposition to, the Company's Settlements.

On the other hand, I can assert without fear of contradiction that the great majority of those who have attached their signatures to the Reclamation pressed upon their notice by others, are in the enjoyment of returns on their outlay that ought to satisfy any reasonable expectations. Many of those who profess not to be in possession of their lands (I presume they mean all their lands) are in the annual receipt of from 20 to 30 per cent on their original capital. Others have sold town-acres at the price of £800 per acre and have refused £1,000 for a country section. On examining the List of signatures I cannot discover more than four or five of parties to the complaints against the Company who can pretend to remuneration at their hands.

To these last, if the Directors do not feel disposed to comply with the sweeping demands of the requisitionists or with a modification of them, I would recommend remuneration for their losses by purchase of their, in all cases, single sections of land, or by an adjustment of each individual claim, on its own merits, by the Company's Agent.

The representations I have noticed, have in a great measure had their origin in the suspension of the Company's operations and the promising prospects held out to the settlers, by the transfer of their interests to the Government, which, since the assumption of the supreme authority by Captain Grey, has, by means of the presence of a large body of troops, the formation of Military roads and numerous public works demanding a large expenditure in the Settlement, which His Excellency is even willing to increase, secured the good will of its inhabitants.

I have trespassed at this length on the attention of the Directors with the earnest desire of placing them, on the resumption of the Company's colonizing measures under more favourable relations with the Government, in such full possession of all the facts connected with the complaints to which they refer that the Court may be enabled to take suitable steps respecting them.

---