

not be squandered away at the moment, but as time glided on, their value would progressively increase, and in place of a barren possession which they parted with, the Natives would receive in return a property of considerable worth, that, if properly administered for their benefit, would ultimately prove of incalculable value.

In August, 1839, shortly after his arrival in the Colony, Colonel Wakefield concluded three purchases from the Natives; and, in pursuance with the instructions received from the Company to the effect that, in every *pukapuka*, or contract, entered into with the Natives for the purchase of land, care should be taken to mention that a proportion of the territory ceded, equal to one-tenth, should be reserved and held in trust by the Company for the future benefit of the Natives, he made it a condition of each of the Deeds of Purchase that a portion of the land ceded should be set apart as aforesaid.

In the first deed the quantity is definitely stated, but the second and third deeds merely contain a promise that land shall be set apart for the Natives, but the quantity is not specified. The proportion however to be set apart in fulfilment of the Company's scheme, in so far as the Nelson settlement was concerned, was ultimately fixed by the prospectus issued by the Company in London (dated 15th February, 1841), in terms of which the Company engaged subject to arrangement with Her Majesty's Government to add to the 201,000 acres offered for sale, a quantity equal to one-tenth thereof as Native reserves, so that the whole land to be appropriated within the settlement was 221,100 acres, out of which 20,100 formed the proportion to be set apart as Native reserves, to consist of 100 town sections of one acre, 100 suburban sections of 50, and 100 rural sections of 150 acres each.

The system thus commenced was adopted only in the three first settlements founded by the Company, namely, Port Nicholson, Nelson, and New Plymouth, although reserves were also made for the Natives in the settlements of Otago and Canterbury, founded also under their auspices; these, however, were merely occupation reserves, being land excluded from purchase, and could scarcely be considered Native reserves under the New Zealand Company's scheme.

It would seem by the 13th clause of the agreement of 1840, that the Government had the power to make reservations of lands within the Company's settlements for the benefit of the Natives, in pursuance of the Company's engagements to that effect; and Lord Stanley, in a despatch to Governor FitzRoy, dated the 18th of April, 1844, referring to Native reserves, says:—

“There can be no question that they should be taken out of the Company's lands; the Company had, in former instructions to their agent, provided for reserving one-tenth of all lands which they might acquire from the Natives for their benefit. By the 13th clause of their agreement, of November, 1840, the Government was, in respect of all to be granted to them, to make reservations of such lands for the benefit of the Natives, in pursuance of the Company's engagements to that effect. It seems quite plain, therefore, that the Government is to reserve for that purpose one-tenth of the Company's land.”

In October, 1840, Mr. Edmund Halswell, a member of the English bar, was appointed by the New Zealand Company to the office of Commissioner for the management of the lands reserved for the Natives in their settlements, and general directions were given to him for the administration of the property.

After the Company resigned the Native reserves into the hands of Her Majesty's Government, Mr. Halswell was superseded in the management of the Trust Estate, and the trusteeship of the Native reserves in New Zealand was vested by Governor Hobson in the Bishop of New Zealand, the Chief Justice, and the Chief Protector of Aborigines.

Besides the management of the Native reserves, it was intended that the Bishop and his colleagues should have control over all moneys accruing from the proportion of the produce of land sales within the Colony, to be devoted to Native purposes, which might prove from time to time to be disposable out of the funds so to be set apart for this purpose, after paying the expense of the Protector's Department; the funds accruing from both sources to be expended in the establishment of schools for the education of youth among the aborigines, and in furtherance of such measures as might be most conducive to the spiritual care of the Native race, and to their advancement in the scale of social and political existence.

The principle of setting apart 15 per cent. on the produce of land sales annually, does not appear to have been adhered to after the second year of the settlement of the Colony (1842), at the end of which period there was a sum of £4,110 16s. 2½d. due to the said fund, which amount was then chargeable with the expense of the Protector's Department for the year; but it would seem that a large proportion of this money must have been subsequently swallowed up in the pressing requirements of the Colony, instead of being devoted to the purpose for which it was intended; and, although the surplus (£4,000) was entered upon the schedule of the debts of the Colony, the Commissioner of the Treasury refused to recognise it as a claim against the Imperial Government, and the original instructions regarding the setting apart of the aforesaid per centage, were ultimately lost sight of during the administration of the affairs of the Colony under Governor FitzRoy.

The proposal made by the New Zealand Company, in 1841, to advance £5,000 for Native purposes, on mortgage of the Native reserves in the Company's settlements, was objected to, it being considered unadvisable to sanction any mode of raising money upon the security of the Native reserves which might by any contingency cause the alienation of these lands from the beneficial use of the aborigines.