

The second and third deeds, dated the 25th October and 8th November respectively, also contain a promise of Native reserves, but the quantity is not specified. The clause in these two deeds reads as follows :—

“ And the said William Wakefield, on behalf of the said governors, and directors, and shareholders of the New Zealand Land Company, London, their heirs, administrators, and assigns, for ever, does hereby covenant, promise, and agree to and with the said chiefs in manner following: that is to say, that a portion of the land ceded by them, suitable and sufficient for the residence and proper maintenance of the said chiefs, their tribes and families, will be reserved by the said governors, and directors, and shareholders of the New Zealand Land Company, of London, and held in trust by them for the future benefit of the said chiefs, their families, tribes, and successors, for ever.”⁽¹⁾

Every endeavour seems to have been made to explain the nature of these reserves to the Natives. Referring to his negotiations with the Port Nicholson chiefs, Colonel Wakefield wrote in his journal on the 24th September, 1839 :—

“ They had previously had fully explained to them that a reserve of land was to be made for them, and showed their knowledge of its meaning by now referring to it and by saying that they would live with the English as with each other.”

Again, on the 27th September, referring to the signing of the first deed of purchase he wrote,—

“ Nayti was a subscribing witness, and occasionally explained the nature of the deed as relates to the reserve of land.”⁽²⁾

A further extract from the same journal regarding the second purchase, and the negotiations with Rauparaha and Te Hiko, reads,—

“ A full explanation took place as to the disposal of all their rights. The reserve of a suitable portion of the land for the maintenance of the chiefs, their families, and successors for ever, was also dwelt on, and met with their highest approval.”⁽³⁾

In his interesting book, “ Adventure in New Zealand,” Colonel Wakefield’s nephew, E. J. Wakefield, in referring to the signing of the first deed, says,—

“ As I read it through, sentence by sentence, in English, Barrett interpreted into Maori; and he was repeatedly urged by Colonel Wakefield to explain fully each important provision contained in it. The Native reserves were especially dwelt upon.”⁽⁴⁾

In alluding to the first deed, Miss J. I. Hetherington states that Barrett professed no more than a smattering of the Maori language :—

“ It was discovered afterwards that he could not convey the idea of tenth share in Maori, and the Natives had the idea that half the land purchased was to be returned. The contrast between the lengthy and legal wording of the deed signed and the interpretation given by Barrett, which he reproduced in the Land Commissioner’s Court in later years, was ludicrous. Colonel Wakefield, however, believed the transaction to have been according to native usage.”⁽⁵⁾

3. THE WELLINGTON TOWN-ACRE RESERVES.

The “ Aurora,” bearing the first contingent of Wellington’s Pilgrim Fathers, dropped anchor at Port Nicholson Heads on the 20th January, 1840, and on the 22nd⁽⁶⁾—a week before Captain Hobson’s arrival, and which day is observed as the anniversary of the province—the first emigrants landed. By the 21st April the arrivals of five more emigrant-ships were announced in the *New Zealand Gazette*, Port Nicholson, the first newspaper published in New Zealand. As the surveying-vessel, the “ Cuba,” had not arrived until the 4th January, no preparation had been made for the arrival of the colonists, who for the first few months squatted on the banks of the Hutt River until the survey of the town was completed and the sections ready for selection.

Captain Mein Smith, the Company’s Surveyor-General, chose the entrance to the Hutt Valley as the site for the town, which was to be named Britannia, and commenced his surveys there⁽⁷⁾, but owing to the swampy nature of the land and its liability to be flooded the choice proved unsuitable, and it was decided at a public meeting held in March, 1840, to remove the town to Lambton Harbour. In November the directors of the Company, moved by Edward Gibbon Wakefield, expressed the wish that the new town might be named after the Duke of Wellington, to commemorate the support which His Grace had lent to the cause of colonization, and the new name was at once adopted.

According to the plan on which the settlement was founded, Wellington was laid out in 1,100 sections of 1 acre each, besides reserves for public purposes. The selection of the town lands commenced on the 28th July, 1840, in accordance with the choice by lot determined in England, and was completed on the 14th August. The Native reserves were selected by Captain Mein Smith from the orders of choice drawn by an officer of the Company in England, and were treated precisely in the same way as though each of the sections had been purchased by a private individual. The following is the list of the 110 sections reserved as Wellington “ tenths”: Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,

(1) Extract from copies of actual deeds of purchase.

(2) Extract from Colonel Wakefield’s journal.

(3) Extract from Colonel Wakefield’s journal, 21/10/39: App. 12th Rep.

(4) “ Adventure in New Zealand,” by E. J. Wakefield, p. 65.

(5) “ New Zealand: its Political Connection with Great Britain,” by Miss J. I. Hetherington, M.A.

(6) *New Zealand Gazette*, 18/4/40: “ Shipping Intelligence—Arrived January 24th, 1840, barque ‘ Aurora,’ 550, Leale, London (immigrants).” NOTE.—The date (24th) is evidently a misprint.

(7) “ Adventure in New Zealand,” by E. J. Wakefield.