

1898.

## NEW ZEALAND.

[Reprint of A.-3. 1870.]

TRUST ESTATES FOR RELIGIOUS, CHARITABLE,  
AND EDUCATIONAL PURPOSES

(THIRD REPORT OF THE COMMISSION OF INQUIRY INTO THE CONDITION AND NATURE OF).

*Presented to both Houses of the General Assembly by Command of His Excellency.*

Wellington, 18th August, 1870.

MAY IT PLEASE YOUR EXCELLENCY,—

The Commissioners appointed to inquire into and report upon the condition and nature of Educational and other Trust Estates held directly under Grant from the Crown upon Special Trusts for Religious, Educational, or Charitable purposes, and particularly to inquire into the extent and application of the Endowments, Funds, and Revenues belonging to or received by the Trustees of all such Estates in respect of the same, have taken a mass of evidence as to the past history and present state of the various Trusts in question, and, after careful deliberation, have agreed to the following Report :—

With respect to lands granted in Trust to different religious denominations for the education of Natives, or of Natives and Europeans combined, the Commissioners have, with much regret, come to the conclusion that the attempts to effect the objects for which the lands were granted have, generally speaking, even in cases where grants of public money were made in aid of them, resulted in failure. This failure is attributable to various causes.

With reference to many of the cases, it may be affirmed that the Trustees appear to have attempted to achieve results to which the means at their disposal were inadequate, even with the pecuniary assistance afforded them, originally by the Government of New Zealand and subsequently by the Provincial Governments, in the nature of capitation allowances; and when this assistance was withdrawn, the imperfectly established institutions collapsed. The state of warfare in which the country has been plunged since 1861 had, perhaps, a still more detrimental effect upon them. Still, making all allowance for these and other impediments to success, the Commissioners cannot but express their conviction that to the negligence and languor of action natural to bodies carrying on an experiment of considerable difficulty, without special responsibility and with resources gratuitously supplied them, at least as much as to the causes above mentioned, is owing the failure in question.

In many cases the Grants of the endowments themselves seem to be of questionable legality; in one instance, at least, the lands have been diverted

from the Trusts for which they were originally granted, to objects of an entirely different character; and in one case gross misappropriation of the funds has taken place.

In all these cases, and in all those of obvious failure, it appears to the Commissioners that the only effectual remedy will be the removal of the Trustees and vesting the Estates in a responsible officer or officers. The evidence accompanying this and former Reports of the Commission seems abundant to prove that the evil to be remedied lies deeper than the mere appointment of Visitors or Auditors, periodically inquiring into the proceedings of Trustees and investigating accounts, could reach or remove.

The Commissioners, therefore, with a view to the maintenance of the rights of the persons beneficially interested in these Grants, and in order to secure to them the advantages contemplated when they were made, recommend that an Act should be introduced into the Legislature empowering the Government to appoint an Official Trustee or Trustees, in whom all these Estates should be vested, upon precisely the same Trusts (wherever these latter should not be considered positively illegal) as those for which they were originally given. These Trustees should be invested by the Act with powers to combine the funds accruing from any number of these Estates within the same district, given upon similar Trusts, whenever it should appear to them that the Trusts could be more effectively carried out by such combination. In these combinations, denominational distinctions and the appropriation of the lands for the children of persons of particular sects should, as far as possible, and whenever the beneficial objects of the Trusts would be better attained thereby, be disregarded. It is believed that by a judicious combination of this kind, at least one boarding-school in each district might be established, in which Maori children might, from the earliest age practicable, be lodged, educated, and brought up entirely as Europeans, both in habits and intellectual acquirements; and that thus some portion, however small, of the Native race might be rescued from the degradation and extinction that otherwise seems to threaten them.

With respect to all the above Estates or Institutions, as well as to the few which have been attended with success, the Commissioners recommend that a Commissioner should be appointed to whom all Trustees should, in the month of April in every year, furnish Reports showing the condition of the Trusts, and the degree in which the objects for which they were created are being effected; together with a balance sheet showing all the receipts and expenditure, assets and liabilities, connected with the Trusts during the previous year: such Commissioner to cause the accounts to be audited, and to send in a Report annually to the Governor, in time for presentation to both Houses of the Legislature. It may also be found advisable to vest in such Commissioner the necessary approval of all proposed dealings by the Trustees with the Trust properties, and to provide that the Trustees shall be indemnified when acting with such approval. Precedents of legislation in this direction will be found in "The Charitable Trust Estates Acts" (Imperial), 1853 to 1869.

The Commissioners abstain on the present occasion from particularizing the Institutions to which the above recommendations should severally be applied; but they are prepared to do this whenever they shall be apprised that the Government have consented to adopt the general principles on which their recommendations are founded.

One or two cases seem, however, to call for special remark.

#### I.—*Wellington Wesleyan Reserve.*

This Grant conveyed to the Superintendent of the Wesleyan Mission a portion of the Town Belt originally laid out as a recreation ground for the use of the inhabitants of the Town of Wellington. Acting on what appears to have been deemed competent legal advice, the Trustee, misinterpreting the provisions of "The Religious Charitable and Educational Trust Act, 1856," has conveyed the land to members

of the Wesleyan Denomination, to hold upon the Trusts declared in the Model Deed of that Association of lands belonging to the Denomination, which Trusts include powers of sale, and appropriation of the proceeds to the purposes of the Denomination generally.

Proceeding under this error, the Trustees so appointed have arranged with the Provincial Government of Wellington for the sale to that Government of the land included in the Grant, which was for purely educational purposes, to be appropriated to the original purpose of a recreation ground, for a sum of £3,500; of which they have received £1,150, and £588 interest; the proceeds being appropriated to the general purposes of the Wesleyan Society. This case illustrates the necessity, in several instances, that power should be given to the new Trustees to invest and accumulate the proceeds and income, until some suitable scheme shall be settled for carrying out the Trusts.

## II.—*Te Aute Estate, Hawke's Bay, and the Three Kings, Auckland.*

In the former of these cases the attention of the Trustees seems to have been latterly wholly directed towards the improvement of the Estate as a pastoral farm. In this they seem to have succeeded, as it is now stated to be worth a rental of £600 a year. But the object for which nearly half the land was given by the original Native owners, viz., that their children should be educated as Europeans, has been abandoned.

The new Trustees in these cases should have power to investigate past accounts, and the validity of claims arising out of them, and, if necessary, to raise funds to liquidate them. This remark will apply to several other Estates.

## III.—*Wanganui Industrial School Estate.*

This was a grant of about one-third of the then existing town-site of Wanganui to Trustees of one religious denomination, for the purposes of education. The whole of the land had been laid out in streets and quarter-acre sections, the former of which were shut up by the Grant and the latter abolished, and the extension of the town in that direction precluded.

The rents of this Estate have been appropriated to the erection of a Schoolmaster's house and grammar-school, except a small portion to the support of the school, which, though excellent of its kind, is not a fulfilment of the Trusts contemplated, inasmuch as the class of children apparently intended by the Grant to be benefited are not such as can afford to pay the fees necessarily payable to enable them to attend the School. Looking at the magnitude of the Grant, and the loss which the people of the place have suffered by the diversion of the land from its original purpose, the Commissioners recommend that the land should, whenever practicable, be laid out again, and rendered available for Town purposes, and that the annual proceeds should be so appropriated as to give the inhabitants of every denomination and every class a fair share in the benefits accruing from the Grant.

## IV.—*The Grants to the Church of England at Motueka, Province of Nelson.*

These Grants, which have caused much local dissatisfaction, appear to have conveyed an amount of land (consisting of Reserves originally made for the benefit of the whole of the Natives residing around the Settlement of Nelson) disproportionate to the relative number of Natives of that denomination in the settlement. The attempts to establish a school there must be characterized as failures. It would seem only just that the Trusts in this case should be so altered as to give the whole of the Natives of the Province a share in the benefits contemplated when the Reserves were originally made. By a combination of the rents of these Reserves with those of the Town of Nelson Reserves, a fund would be obtained amply sufficient to establish a good and efficient boarding-school in the last named place, of which all the Natives of the Province could reap the advantage. There is an accumulation of about £1,100 accruing

from rents of the Town and Motueka Reserves still vested in the Crown now to the credit of the Trust in the hands of the Commissioner of Native Reserves (Mr. Alexander Mackay, whose management of those Estates deserves every commendation). The aggregate rental amounts at present to about £1,200 a year, which will increase every year, as the lands are let on rentals increasing with the length of the terms. It would require then but little additional assistance from any funds Government might have for the purpose, to establish the proposed school at a very early date

Where so much appears of an unsatisfactory nature, it is gratifying to refer to circumstances in which the objects of the Trusts appear to have been well attended to.

Among these the Commissioners may mention the school for Native girls at what is called the St. Joseph's Providence, at Wellington, the site of which institution was granted to the Roman Catholic Bishop. An inspection of the school, made without any warning or preparation whatever, seemed sufficiently to prove, both as to the building itself and the children resident therein, the exemplary manner in which the institution is conducted.

Of the administration of the lands included in the Grants for Educational purposes in the Provinces of Canterbury and Otago, it is perhaps the best commendation to have to report that they seem to call for no particular interference.

The condition of the Trusts in the Province of Southland is not perhaps quite so satisfactory; but this is to be accounted for by the fact that the financial resources of that Province have not enabled its Government to give that liberal assistance to Educational and Charitable objects which has been given by Otago and Canterbury. As far, however, as the means at their disposal have enabled the Trustees to make beneficial use of the Endowments, such has been done, and in no case does there appear to be any necessity for authoritative interference with the present Trustees, beyond the official control of a Commissioner, as previously recommended.

The Grants for Hospitals and Cemeteries will form the subject of a separate brief Report.

(L.S.)      ALFRED DOMETT.  
              GEORGE SISSON COOPER.  
              ROBERT HART.  
              THEOPHILUS HEALE  
(Signed at his request by Mr. Domett).

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# MINUTES OF EVIDENCE.

## PROVINCE OF WELLINGTON.

THE following evidence was taken before the Commissioners appointed to inquire into and report upon the condition and nature of Educational and other Trust Estates held directly under Grant from the Crown upon special trust for Religious, Educational, or Charitable Purposes (See *New Zealand Gazette* of Friday, 19th February, 1869.)

### Church of England.

[Evidence taken before Mr. Hart, at Wanganui.]

MONDAY, 11TH OCTOBER, 1869.

*Lot 126, Town of Wanganui.—Industrial School.*

The Rev. C. H. S. Nicholls, being duly sworn, states: My name is Charles Henry Sinderby Nicholls. I am a clerk in Holy Orders, Curate of Christ Church, in Wanganui. I know the land comprised in Crown Grant referred to as No. 126, Record iv. A. There is a church built thereon of wood, and shingled. It will accommodate 330 to 350 sitters. Regular services have been performed there twice on every Sunday, and also on all high festivals. The church stands nearly in the centre of the plot. The residue of the ground has been used as a burial-ground from 1843 to 14th June, 1855, when it was discontinued pursuant to an Act of the Provincial Council of Wellington. There was a fee of 5s. for each burial paid to the church. A fee was also paid to the sexton for digging the grave. For his attendance he was paid by a salary. My experience extends from 1852. After this (June, 1855), burials took place in the new cemetery. No part of this has been separated for consecration by the Bishop, although application has been made to the trustees to permit this to be done. This application was refused. This is considered a hardship by some members of the church.

A piece of land containing 2 acres, on the racecourse, has been reserved by the Superintendent for a church burying-ground, and trustees have been appointed, but, owing to the expense which would be incurred in fencing it, nothing has been done towards its use. The land comprised in the grant, having been used indiscriminately for burials, was rendered unavailable for profitable occupation. Nevertheless it has been assessed and charged with Town Board rates at the same rates as land on either side of it, constituting an unproductive tax upon the church. The revenue of the church has thereby been so far reduced as to prevent the Vestry from keeping the fences in the state of repair in which they would deem they should be. The sittings are charged for per annum at the rate of £1 each for the first two, and 10s. for every other up to five sittings. The usual collections are made in the church.

In reference to the general cemetery I would observe that, as far as I have been able to ascertain, no means have been adopted for preserving the identity of spots in which individuals have been buried, when undistinguished by memorials erected by friends in the neighbourhood.

*Lot 52, 250 acres 32 perches, Wanganui.*

I know the land comprised in the grant referred to as T. F., No. 52. There is apparently an omission in the grant of some words between the words "children of," in the third line of the copy produced, and the words "other poor" in the same line. I was nominated by Sir George Grey in 1852 to take possession, and I took possession of it early in 1853.

I was informed by Sir George Grey and by the late Bishop of New Zealand that the land had been set apart as an endowment to provide for the education of children of aboriginal natives, half-castes, and destitute Europeans, and other poor and destitute persons. Sir George Grey afterwards explained that he wished it to be a foundation for a Grammar School for the town, for the benefit of all classes. I continued in charge of the land until the end of June, 1860. In February, 1853, a sum of £700 was lodged in the Wellington Bank by the late Bishop of New Zealand to the credit of three trustees for the Wanganui Industrial School. They were appointed by his Lordship, and subsequently received from him a full power of attorney to act. His Lordship informed them that the money was placed at his disposal by the Government, and it was appropriated by him as follows: the sum of £400 for the expense of a building on the land, and the sum of £300 towards the expense of fencing and improving the land. Major Durie has all the documents relating to the school. Operations in draining and fencing commenced in April, 1853, and in September or October the school-house was erected. It was opened on the 23rd May, 1854. No Maoris had offered themselves or their children for instruction, consequently children of European parents were taken in. The first Native scholars were received on the 7th February. From that time until near the end of 1859 Maori pupils were coming and going, receiving food and clothing, and continually absconding with whatever clothing they could take with them. Sometimes six months would elapse without any Maori pupil being in the school. They were told on arrival that they would be fed and clothed, but that they must work for their living. And it seemed as if the needful restraint and discipline of a school were more than they could endure. The greatest number of Maoris that I had at one time would be about thirteen. In 1859 (September) I sent to the Bishop of New Zealand a written resignation of my position as acting-trustee, and after that time the management was taken up by the Rev. Richard Taylor and Major Durie. Major Durie and Mr. Basil Taylor have since been in the management. Mr. Godwin is the present master of the Collegiate School. The District Board of

Education of Wellington made grants of money from time to time towards the support and maintenance of the school, the particulars of which will be found in the books now in Major Durie's possession. Nothing was more difficult than to induce the Maori children to do anything upon the land, and in order to raise the necessary supplies for the school, I was obliged to apply part of the moneys so granted in payment for other labour bestowed on the land. The success of the school during the time that I was connected with it was at least equal to that of similar institutions during the same period, though not in proportion to the exertions bestowed upon its management.

SATURDAY, 16TH OCTOBER, 1869.

Mr. Durie, being duly sworn, states: My name is David Stark Durie. I reside at Wanganui, and am Deputy Sheriff of the District. I am one of the attorneys of the trustees of the Industrial School Estate. The other attorney is the Rev. Basil Kirke Taylor, in the absence of his father. Our communications are only with the Bishop of Wellington. The land comprised in the grant, the copy whereof produced is referred to as Register 1, folio 39, is all occupied. The names and quantities of land held, and annual rents, are as follows:—

RENT ROLL of the INDUSTRIAL SCHOOL ESTATE, Wanganui.

Name of Tenants.	Acreage.			Yearly Rent.			When Payable.	Remarks.
	A.	R.	P.	£	s.	d.		
Edward Thurling ...	5	2	0	5	10	0	Half-yearly.	Most of the leases are dated in 1856, and will expire in 1877. Swamp land let at 13s. per acre per annum.
J. Peapells ...	11	1	18	20	0	0		
Thomas Waters ...	12	2	10	9	10	0		
John Pawson ...	20	0	0	13	0	0		
John Pawson ...	28	2	26	16	10	0		
John Henson ...	10	2	0	6	17	0		
John Henson ...	26	1	30	17	0	0		
A. O'Connor ...	10	0	0	6	10	0		
John Hurley ...	14	3	24	9	0	0		
Edward Churton ...	11	1	20	22	0	0		
William Watt ...	8	2	16	23	0	0		
M. Mahony ...	7	2	0	15	0	0		
M. Mahony ...	21	2	9	14	0	0		
M. Mahony ...	10	0	0	30	0	0		
Mrs. Day ...	9	1	0	9	0	0		
John Kirkpatrick ...	25	0	32	26	10	0		
John Mahony ...	6	0	0	3	18	0		
School Reserve ...	9	0	0	...				
Allowance for Roads ...	1	2	15	...				
Totals ...	250	0	0	247	5	0		

D. S. DURIE,  
Attorney.

26th October, 1869.

In consequence of part of the lands let being swampy, an allowance was made in the rents to the tenants towards the expense of draining. The tenants have drained and otherwise improved the land. No portion is unlet except the five acres attached to the school. The portion of land occupied by Mr. Kirkpatrick is traversed by a line originally laid down as a street. The Town Board threatens to form this street. He has applied for a lease for twenty years at rents of £40 per annum for the first ten years, and £45 for the last ten years, but requires a clause providing for compensation should the street be formed. We have applied to the trustees in Wellington to obtain Counsel's opinion as to the powers of the Town Board in that behalf, but have had no reply. The income is expended in defraying the expenses of the school:—

	£	s.	d.
The salary of Mr. Godwin, the schoolmaster ...	150	0	0
To Mr. Holmes, schoolmaster at Wellington, for the board and education of one Native boy ...	50	0	0
„ Town Board rates, varying—the last year's amounting to ...	6	5	0
„ Insurance on residence last year, on £400 ...	4	0	0
„ „ school building, on £150 ...	1	10	0
Last year { Repairs ...	5	4	0
{ Prizes ...	2	0	0
Advertisements, &c. ...	1	10	0
Annual expense of luncheon to tenants on rent-day, about ...	1	10	0
	£221	19	0

When the house of the Rev. Mr. Nicholls was burnt, and the school had ceased to exist, the funds commenced to accumulate, and continued to do so until the building of the residence for a schoolmaster, which cost about £450, and the alterations and repairs to the building used as a school-house cost £150. The accounts of the Trust are audited by the Bishop.

The instructions for the outlay of the accumulations and income come from the Bishop of Wellington.

There were two Maori boys maintained at the Te Aro school at the expense of this Trust; but since the establishment of the Grammar school the funds have not sufficed for more than one. Another Maori boy from this neighbourhood is maintained by the Government.

There is a balance now in the Bank of £30 12s. 5d. to the credit of the Trust.

Mr. *Hutcheson*, being duly sworn, states: My name is William Hutcheson, of Wanganui, newspaper proprietor. My attention has been called to the question of the trust connected with the Industrial School Reserve. I think it an injustice that this trust should be in the hands of a particular denomination. It is considered by a large number of the inhabitants of Wanganui as a grievance that so large and valuable a portion of the town, being set apart for purposes of education, should be administered in that way. Looking at the terms of the grant, the fees charged for the pupils of this school are such as preclude the objects of the grant from receiving the benefit of it. There are a number of children of persons in humble circumstances in Wanganui who are not attending school at all, and whose parents allege their poverty as the reason. It appears to me that the grant was intended to assist these children.

I think the most effectual mode of educating Maori children is to take them away from their parents. I am decidedly of opinion that Maori children educated when residing with their parents cannot be taught with any advantage.

My objection is to the sectarian character of the trust. If the children of poor and indigent persons are admitted to a denominational school, the admission becomes a matter of patronage.

Under the circumstances of this trust, the appointment of the teacher would be confined to one of the denomination having the administration of the trust, which makes it denominational.

Mr. *Godwin*, being duly sworn, states: My name is Henry Haywood Godwin. I reside at Wanganui, and am head master of Wanganui Collegiate School, on the Industrial School Estate. I know the land comprised in the grant, a copy of which is before me, purporting to be from Register I., folio 52. I am not in any way connected with the property, except as occupying and conducting a school on a portion of it under the direction of the trustees. It is the only school on the ground. Five acres of land are held in connection with the school. This land is fenced in with a live furze fence. The buildings comprise a house for myself, containing seven rooms, a kitchen, and a pantry. It is of kauri timber, and iron-roofed. The school building was a residence, the partitions of which I caused to be taken down, and an addition has been made to accommodate the increased number of scholars. The old portion is much decayed, and constantly requires repairs. The remainder of the five acres is used as a playground by the boys, except a piece round the dwelling-house fenced in as a garden. The remainder of the reserve is let to different tenants. The paper I produce (marked A.) contains an account of the scholars attending the school—their ages, length of attendance, and the religious denomination to which they respectively belong. The remuneration is arranged to me as follows: subject to my having another master engaged, £150 a year; £100 a year if I have not another master engaged. This is paid out of the trust fund. In addition I am authorized to charge in respect of each boy attending £6 per annum for boys under eleven years of age, and £7 for boys over eleven years of age. General improvements and repairs are effected at the cost of the trust estate, but the trustees hold me responsible for the repairs of the fence round my own place. I have been master of the school nearly three years. I should mention that I am at liberty to take boarders, in respect of whom I am permitted to fix my own terms, and have generally about six boarders.

Under written instructions from the Bishop of Wellington, one of the trustees, I have been authorised to restrict, and have restricted, the industrial training of the pupils to occasional lessons in practical geodesy. The religious instruction is confined to reading, without comment, at the opening of the school each day, a chapter of the Scriptures, and the use of a form of prayer, a copy of which I will forward to the Commissioner. During the reading and prayer the Roman Catholic pupils remain outside the schoolroom. The education I have aimed at has been such as is given to the middle class schools in England. I could not undertake to give what may be termed an industrial tendency other than instruction in practical geodesy, and have never seen in England the combination of industrial with the ordinary education of a grammar school. My instructions from the Bishop of Wellington informed me that this was to be a grammar and commercial school. From what I have seen of industrial schools in England, I have been led to believe that the establishment of one in New Zealand would be attended with expenses beyond the means of any trust estate. There are no Maoris in the school I manage. I am not prepared to teach Maoris, and my engagement with the Bishop was for the education of Europeans only. The Bishop has informed me that there are some Maori pupils maintained at the expense of this trust estate.

#### MEMORANDUM.

It appears by "The New Zealand Church Almanac," for 1867, Appendix xxxvii., or B. x. of Schedule A., that the following trustees were appointed May 13, 1862—viz., The Right Reverend the Bishop of Wellington, the Venerable Octavius Hadfield, William McLeod Bannatyne, Esq., George Hunter, Esq., and Robert Stokes, Esq., to be trustees of the land comprised in grant referred to as entered in Register I., folio 52.

In page xxxix of the Appendix the trust is expressed to be, "That they the said trustees shall and do stand seized and possessed of all the lands comprised in the Schedule marked A, for the education of children of Her Majesty's subjects of all races, and of children of other poor and destitute persons being inhabitants of islands in the Pacific Ocean, so long as religious instruction, industrial training, and instruction in the English language shall be given to the youth educated therein or maintained thereat."

ABSTRACT of SCHOLARS' STUDIES, &c.

Forms.	Number of Boys.	Course of Instruction.
IV. and V.	12	{Æneid, Books I., II.; Cæsar, Books I., II., III., IV.; Eclogæ Ovidianæ.—Greek Testament: Gospel of St. Luke, chap. ii.—Arithmetic: Colenso, miscellaneous examples.—Algebra: Todhunter, quadratic equations.—Euclid, Books I., II., III., IV.—Mechanics: Tate, inclined planes.—Trigonometry to solution of right-angled triangles.—General Geography.—English History: Norman and Plantagenet lines.—Roman History to Second Punic War. Cæsar, Book I., chaps. 1-20.—Greek Grammar to verbs in <i>mi</i> .—Arithmetic: vulgar and decimal fractions, practice, proportion.—Algebra to simple equations.—Euclid, Book I.—History and Geography as fourth form. Latin Grammar: passages from Subsidia Primaria.—Arithmetic: compound rules, vulgar fractions. Elementary Class.—English subjects.
III.	13	
II.	10	
I.	8	

DISTRIBUTION.

Number of Boys.			Ages.				Attendance.			Denominations.			Remarks.	
Boarders.	Day Scholars.	Total.	Above 16.	Under 16 but above 15.	Under 15 but above 13.	Under 13 but above 11.	Under 11.	Over 2 years.	Over 1 year.	Less than 1 year.	Church of Rome.	Church of England.		Presbyterian.
5	38	43	6	7	10	9	11	18	12	13	3	32	8	School hours—9 a.m. to 12.30 p.m. and 2 p.m. to 4 p.m. Days of attendance—every day but Saturday. Vacations—midwinter, 2 weeks; Christmas, 6 weeks.

Industrial School Estate,  
Wanganui, 12th September, 1869.

HENRY H. GODWIN,  
Head Master.

Mr. *Watt*, being duly sworn, states: I know the land comprised in the grant, a copy whereof is produced, and is referred to as taken from Register I., folio 52. There was a Native school and residence there at one time. The residence was accidentally burnt down, and for some years (six or seven) after nothing apparently was done with the property.

The house built for Mr. Nicholls was burnt down about March, 1860. About October, 1866, the house now occupied by Mr. Godwin, the schoolmaster, was built. The object of the grant, as a means of supporting a school, has been departed from. In place of its being a school for indigent children, the fees for pupils are higher than those of any other school in the place. The amount of income derived from the trust property exceeds the amount annually expended upon it. It is thought that more might be done with the endowment. The land is of the best description.

10 acres, Wanganui.—Church Mission.

The Rev. Mr. *Taylor*, being duly sworn, states: My name is Basil Kirke Taylor, M.A. I reside in the mission house, Putiki, and am resident minister and member of the Church Missionary Society.

I know the property comprised in grant, a copy whereof is produced and referred to as in Register A., folio 39. When I first came to Wanganui, the mission house was nearly completed by my father, the Rev. Richard Taylor, M.A. This was the second house built on the land. The Rev. Mr. Mason had resided there previously in a raupo house. (He was drowned in the Turakina River.) The mission house is now in a state of decay, and the foundations of a third one are being laid. This is to be a substantial house of timber, with iron roof. The property is fenced in, and otherwise improved. It was given as a place of residence for the mission. Part has been fenced off for the church and churchyard, with a durable fence of Australian timber. The church is of timber, and shingled, and will accommodate 300 or 400 in the way Maoris sit. It is undergoing improvements, and contains a harmonium. There has been no change in the trustees. The trustees named in the grant continue to be the trustees. The Rev. Richard Taylor is absent from the colony on a visit to England. There is no revenue derived from the ground. There is no charge for accommodation in the church. There is daily a service morning and evening. On Sunday three services and a school. The numbers in attendance on the Sabbath would be about twenty or thirty before the war, with exceptional additions when the Natives were in greater numbers in the pa. They now vary from ten or twelve to between thirty and forty. On special occasions the numbers are greater. There is a marked difference in the attendance since the war. The military operations during the war, being almost invariably commenced or effected on the Sabbath, has induced a belief in the Native mind that there is no Sabbath to the soldier. There is a residence for the schoolmaster and a school-house of timber, and shingled. An English schoolmaster is maintained by the Church Missionary Society. It is a mixed daily school. The average attendance is extremely

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The Commissioners appointed to inquire into and report upon the condition and nature of Educational and other Trust Estates held directly under Grant from the Crown upon Special Trusts for Religious, Educational, or Charitable purposes, and particularly to inquire into the extent and application of the Endowments, Funds, and Revenues belonging to or received by the Trustees of all such Estates in respect of the same, have taken a mass of evidence as to the past history and present state of the various Trusts in question, and, after careful deliberation, have agreed to the following Report :—

With respect to lands granted in Trust to different religious denominations for the education of Natives, or of Natives and Europeans combined, the Commissioners have, with much regret, come to the conclusion that the attempts to effect the objects for which the lands were granted have, generally speaking, even in cases where grants of public money were made in aid of them, resulted in failure. This failure is attributable to various causes.

With reference to many of the cases, it may be affirmed that the Trustees appear to have attempted to achieve results to which the means at their disposal were inadequate, even with the pecuniary assistance afforded them, originally by the Government of New Zealand and subsequently by the Provincial Governments, in the nature of capitation allowances; and when this assistance was withdrawn, the imperfectly established institutions collapsed. The state of warfare in which the country has been plunged since 1861 had, perhaps, a still more detrimental effect upon them. Still, making all allowance for these and other impediments to success, the Commissioners cannot but express their conviction that to the negligence and langour of action natural to bodies carrying on an experiment of considerable difficulty, without special responsibility and with resources gratuitously supplied them, at least as much as to the causes above mentioned, is owing the failure in question.

In many cases the Grants of the endowments themselves seem to be of questionable legality; in one instance, at least, the lands have been diverted

from the Trusts for which they were originally granted, to objects of an entirely different character; and in one case gross misappropriation of the funds has taken place.

In all these cases, and in all those of obvious failure, it appears to the Commissioners that the only effectual remedy will be the removal of the Trustees and vesting the Estates in a responsible officer or officers. The evidence accompanying this and former Reports of the Commission seems abundant to prove that the evil to be remedied lies deeper than the mere appointment of Visitors or Auditors, periodically inquiring into the proceedings of Trustees and investigating accounts, could reach or remove.

The Commissioners, therefore, with a view to the maintenance of the rights of the persons beneficially interested in these Grants, and in order to secure to them the advantages contemplated when they were made, recommend that an Act should be introduced into the Legislature empowering the Government to appoint an Official Trustee or Trustees, in whom all these Estates should be vested, upon precisely the same Trusts (wherever these latter should not be considered positively illegal) as those for which they were originally given. These Trustees should be invested by the Act with powers to combine the funds accruing from any number of these Estates within the same district, given upon similar Trusts, whenever it should appear to them that the Trusts could be more effectively carried out by such combination. In these combinations, denominational distinctions and the appropriation of the lands for the children of persons of particular sects should, as far as possible, and whenever the beneficial objects of the Trusts would be better attained thereby, be disregarded. It is believed that by a judicious combination of this kind, at least one boarding-school in each district might be established, in which Maori children might, from the earliest age practicable, be lodged, educated, and brought up entirely as Europeans, both in habits and intellectual acquirements; and that thus some portion, however small, of the Native race might be rescued from the degradation and extinction that otherwise seems to threaten them.

With respect to all the above Estates or Institutions, as well as to the few which have been attended with success, the Commissioners recommend that a Commissioner should be appointed to whom all Trustees should, in the month of April in every year, furnish Reports showing the condition of the Trusts, and the degree in which the objects for which they were created are being effected; together with a balance sheet showing all the receipts and expenditure, assets and liabilities, connected with the Trusts during the previous year: such Commissioner to cause the accounts to be audited, and to send in a Report annually to the Governor, in time for presentation to both Houses of the Legislature. It may also be found advisable to vest in such Commissioner the necessary approval of all proposed dealings by the Trustees with the Trust properties, and to provide that the Trustees shall be indemnified when acting with such approval. Precedents of legislation in this direction will be found in "The Charitable Trust Estates Acts" (Imperial), 1853 to 1869.

The Commissioners abstain on the present occasion from particularizing the Institutions to which the above recommendations should severally be applied; but they are prepared to do this whenever they shall be apprised that the Government have consented to adopt the general principles on which their recommendations are founded.

One or two cases seem, however, to call for special remark.

#### I.—*Wellington Wesleyan Reserve.*

This Grant conveyed to the Superintendent of the Wesleyan Mission a portion of the Town Belt originally laid out as a recreation ground for the use of the inhabitants of the Town of Wellington. Acting on what appears to have been deemed competent legal advice, the Trustee, misinterpreting the provisions of "The Religious Charitable and Educational Trust Act, 1856," has conveyed the land to members

of the Wesleyan Denomination, to hold upon the Trusts declared in the Model Deed of that Association of lands belonging to the Denomination, which Trusts include powers of sale, and appropriation of the proceeds to the purposes of the Denomination generally.

Proceeding under this error, the Trustees so appointed have arranged with the Provincial Government of Wellington for the sale to that Government of the land included in the Grant, which was for purely educational purposes, to be appropriated to the original purpose of a recreation ground, for a sum of £3,500, of which they have received £1,150, and £588 interest; the proceeds being appropriated to the general purposes of the Wesleyan Society. This case illustrates the necessity, in several instances, that power should be given to the new Trustees to invest and accumulate the proceeds and income, until some suitable scheme shall be settled for carrying out the Trusts.

## II.—*Te Aute Estate, Hawke's Bay, and the Three Kings, Auckland.*

In the former of these cases the attention of the Trustees seems to have been latterly wholly directed towards the improvement of the Estate as a pastoral farm. In this they seem to have succeeded, as it is now stated to be worth a rental of £600 a year. But the object for which nearly half the land was given by the original Native owners, viz., that their children should be educated as Europeans, has been abandoned.

The new Trustees in these cases should have power to investigate past accounts, and the validity of claims arising out of them, and, if necessary, to raise funds to liquidate them. This remark will apply to several other Estates.

## III.—*Wanganui Industrial School Estate.*

This was a grant of about one-third of the then existing town-site of Wanganui to Trustees of one religious denomination, for the purposes of education. The whole of the land had been laid out in streets and quarter-acre sections, the former of which were shut up by the Grant and the latter abolished, and the extension of the town in that direction precluded.

The rents of this Estate have been appropriated to the erection of a School-master's house and grammar-school, except a small portion to the support of the school, which, though excellent of its kind, is not a fulfilment of the Trusts contemplated, inasmuch as the class of children apparently intended by the Grant to be benefited are not such as can afford to pay the fees necessarily payable to enable them to attend the School. Looking at the magnitude of the Grant, and the loss which the people of the place have suffered by the diversion of the land from its original purpose, the Commissioners recommend that the land should, whenever practicable, be laid out again, and rendered available for Town purposes, and that the annual proceeds should be so appropriated as to give the inhabitants of every denomination and every class a fair share in the benefits accruing from the Grant.

## IV.—*The Grants to the Church of England at Motueka, Province of Nelson.*

These Grants, which have caused much local dissatisfaction, appear to have conveyed an amount of land (consisting of Reserves originally made for the benefit of the whole of the Natives residing around the Settlement of Nelson) disproportionate to the relative number of Natives of that denomination in the settlement. The attempts to establish a school there must be characterized as failures. It would seem only just that the Trusts in this case should be so altered as to give the whole of the Natives of the Province a share in the benefits contemplated when the Reserves were originally made. By a combination of the rents of these Reserves with those of the Town of Nelson Reserves, a fund would be obtained amply sufficient to establish a good and efficient boarding-school in the last named place, of which all the Natives of the Province could reap the advantage. There is an accumulation of about £1,100 accruing

from rents of the Town and Motueka Reserves still vested in the Crown now to the credit of the Trust in the hands of the Commissioner of Native Reserves (Mr. Alexander Mackay, whose management of those Estates deserves every commendation). The aggregate rental amounts at present to about £1,200 a year, which will increase every year, as the lands are let on rentals increasing with the length of the terms. It would require then but little additional assistance from any funds Government might have for the purpose, to establish the proposed school at a very early date

Where so much appears of an unsatisfactory nature, it is gratifying to refer to circumstances in which the objects of the Trusts appear to have been well attended to.

Among these the Commissioners may mention the school for Native girls at what is called the St. Joseph's Providence, at Wellington, the site of which institution was granted to the Roman Catholic Bishop. An inspection of the school, made without any warning or preparation whatever, seemed sufficiently to prove, both as to the building itself and the children resident therein, the exemplary manner in which the institution is conducted.

Of the administration of the lands included in the Grants for Educational purposes in the Provinces of Canterbury and Otago, it is perhaps the best commendation to have to report that they seem to call for no particular interference.

The condition of the Trusts in the Province of Southland is not perhaps quite so satisfactory; but this is to be accounted for by the fact that the financial resources of that Province have not enabled its Government to give that liberal assistance to Educational and Charitable objects which has been given by Otago and Canterbury. As far, however, as the means at their disposal have enabled the Trustees to make beneficial use of the Endowments, such has been done, and in no case does there appear to be any necessity for authoritative interference with the present Trustees, beyond the official control of a Commissioner, as previously recommended.

The Grants for Hospitals and Cemeteries will form the subject of a separate brief Report.

(L.S.)      ALFRED DOMETT.  
              GEORGE SISSON COOPER.  
              ROBERT HART.  
              THEOPHILUS HEALE  
(Signed at his request by Mr. Domett).

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# MINUTES OF EVIDENCE.

## PROVINCE OF WELLINGTON.

THE following evidence was taken before the Commissioners appointed to inquire into and report upon the condition and nature of Educational and other Trust Estates held directly under Grant from the Crown upon special trust for Religious, Educational, or Charitable Purposes (See *New Zealand Gazette* of Friday, 19th February, 1869.)

### Church of England.

[Evidence taken before Mr. Hart, at Wanganui.]

MONDAY, 11TH OCTOBER, 1869.

*Lot 126, Town of Wanganui.—Industrial School.*

The Rev. C. H. S. Nicholls, being duly sworn, states: My name is Charles Henry Sinderby Nicholls. I am a clerk in Holy Orders, Curate of Christ Church, in Wanganui. I know the land comprised in Crown Grant referred to as No. 126, Record iv. A. There is a church built thereon of wood, and shingled. It will accommodate 330 to 350 sitters. Regular services have been performed there twice on every Sunday, and also on all high festivals. The church stands nearly in the centre of the plot. The residue of the ground has been used as a burial-ground from 1843 to 14th June, 1855, when it was discontinued pursuant to an Act of the Provincial Council of Wellington. There was a fee of 5s. for each burial paid to the church. A fee was also paid to the sexton for digging the grave. For his attendance he was paid by a salary. My experience extends from 1852. After this (June, 1855), burials took place in the new cemetery. No part of this has been separated for consecration by the Bishop, although application has been made to the trustees to permit this to be done. This application was refused. This is considered a hardship by some members of the church.

A piece of land containing 2 acres, on the racecourse, has been reserved by the Superintendent for a church burying-ground, and trustees have been appointed, but, owing to the expense which would be incurred in fencing it, nothing has been done towards its use. The land comprised in the grant, having been used indiscriminately for burials, was rendered unavailable for profitable occupation. Nevertheless it has been assessed and charged with Town Board rates at the same rates as land on either side of it, constituting an unproductive tax upon the church. The revenue of the church has thereby been so far reduced as to prevent the Vestry from keeping the fences in the state of repair in which they would deem they should be. The sittings are charged for per annum at the rate of £1 each for the first two, and 10s. for every other up to five sittings. The usual collections are made in the church.

In reference to the general cemetery I would observe that, as far as I have been able to ascertain, no means have been adopted for preserving the identity of spots in which individuals have been buried, when undistinguished by memorials erected by friends in the neighbourhood.

*Lot 52, 250 acres 32 perches, Wanganui.*

I know the land comprised in the grant referred to as T. F., No. 52. There is apparently an omission in the grant of some words between the words "children of," in the third line of the copy produced, and the words "other poor" in the same line. I was nominated by Sir George Grey in 1852 to take possession, and I took possession of it early in 1853.

I was informed by Sir George Grey and by the late Bishop of New Zealand that the land had been set apart as an endowment to provide for the education of children of aboriginal natives, half-castes, and destitute Europeans, and other poor and destitute persons. Sir George Grey afterwards explained that he wished it to be a foundation for a Grammar School for the town, for the benefit of all classes. I continued in charge of the land until the end of June, 1860. In February, 1853, a sum of £700 was lodged in the Wellington Bank by the late Bishop of New Zealand to the credit of three trustees for the Wanganui Industrial School. They were appointed by his Lordship, and subsequently received from him a full power of attorney to act. His Lordship informed them that the money was placed at his disposal by the Government, and it was appropriated by him as follows: the sum of £400 for the expense of a building on the land, and the sum of £300 towards the expense of fencing and improving the land. Major Durie has all the documents relating to the school. Operations in draining and fencing commenced in April, 1853, and in September or October the school-house was erected. It was opened on the 23rd May, 1854. No Maoris had offered themselves or their children for instruction, consequently children of European parents were taken in. The first Native scholars were received on the 7th February. From that time until near the end of 1859 Maori pupils were coming and going, receiving food and clothing, and continually absconding with whatever clothing they could take with them. Sometimes six months would elapse without any Maori pupil being in the school. They were told on arrival that they would be fed and clothed, but that they must work for their living. And it seemed as if the needful restraint and discipline of a school were more than they could endure. The greatest number of Maoris that I had at one time would be about thirteen. In 1859 (September) I sent to the Bishop of New Zealand a written resignation of my position as acting-trustee, and after that time the management was taken up by the Rev. Richard Taylor and Major Durie. Major Durie and Mr. Basil Taylor have since been in the management. Mr. Godwin is the present master of the Collegiate School. The District Board of

Education of Wellington made grants of money from time to time towards the support and maintenance of the school, the particulars of which will be found in the books now in Major Durie's possession. Nothing was more difficult than to induce the Maori children to do anything upon the land, and in order to raise the necessary supplies for the school, I was obliged to apply part of the moneys so granted in payment for other labour bestowed on the land. The success of the school during the time that I was connected with it was at least equal to that of similar institutions during the same period, though not in proportion to the exertions bestowed upon its management.

SATURDAY, 16TH OCTOBER, 1869.

Mr. Durie, being duly sworn, states: My name is David Stark Durie. I reside at Wanganui, and am Deputy Sheriff of the District. I am one of the attorneys of the trustees of the Industrial School Estate. The other attorney is the Rev. Basil Kirke Taylor, in the absence of his father. Our communications are only with the Bishop of Wellington. The land comprised in the grant, the copy whereof produced is referred to as Register 1, folio 39, is all occupied. The names and quantities of land held, and annual rents, are as follows:—

RENT ROLL of the INDUSTRIAL SCHOOL ESTATE, Wanganui.

Name of Tenants.	Acreage.	Yearly Rent.	When Payable.	Remarks.
	A. R. P.	£ s. d.		
Edward Thurling ...	5 2 0	5 10 0	} Half-yearly.	Most of the leases are dated in 1856, and will expire in 1877. Swamp land let at 13s. per acre per annum.
J. Peapells ...	11 1 18	20 0 0		
Thomas Waters ...	12 2 10	9 10 0		
John Pawson ...	20 0 0	13 0 0		
John Pawson ...	28 2 26	16 10 0		
John Henson ...	10 2 0	6 17 0		
John Henson ...	26 1 30	17 0 0		
A. O'Connor ...	10 0 0	6 10 0		
John Hurley ...	14 3 24	9 0 0		
Edward Churton ...	11 1 20	22 0 0		
William Watt ...	8 2 16	23 0 0		
M. Mahony ...	7 2 0	15 0 0		
M. Mahony ...	21 2 9	14 0 0		
M. Mahony ...	10 0 0	30 0 0		
Mrs. Day ...	9 1 0	9 0 0		
John Kirkpatrick ...	25 0 32	26 10 0		
John Mahony ...	6 0 0	3 18 0		
School Reserve ...	9 0 0	...		
Allowance for Roads ...	1 2 15	...		
Totals ...	250 0 0	247 5 0		

26th October, 1869.

D. S. DURIE,  
Attorney.

In consequence of part of the lands let being swampy, an allowance was made in the rents to the tenants towards the expense of draining. The tenants have drained and otherwise improved the land. No portion is unlet except the five acres attached to the school. The portion of land occupied by Mr. Kirkpatrick is traversed by a line originally laid down as a street. The Town Board threatens to form this street. He has applied for a lease for twenty years at rents of £40 per annum for the first ten years, and £45 for the last ten years, but requires a clause providing for compensation should the street be formed. We have applied to the trustees in Wellington to obtain Counsel's opinion as to the powers of the Town Board in that behalf, but have had no reply. The income is expended in defraying the expenses of the school:—

	£	s.	d.
The salary of Mr. Godwin, the schoolmaster ...	150	0	0
To Mr. Holmes, schoolmaster at Wellington, for the board and education of one Native boy ...	50	0	0
„ Town Board rates, varying—the last year's amounting to ...	6	5	0
„ Insurance on residence last year, on £400 ...	4	0	0
„ „ school building, on £150 ...	1	10	0
Last year { Repairs ...	5	4	0
Prizes ...	2	0	0
Advertisements, &c. ...	1	10	0
Annual expense of luncheon to tenants on rent-day, about ...	1	10	0
	£221	19	0

When the house of the Rev. Mr. Nicholls was burnt, and the school had ceased to exist, the funds commenced to accumulate, and continued to do so until the building of the residence for a schoolmaster, which cost about £450, and the alterations and repairs to the building used as a school-house cost £150. The accounts of the Trust are audited by the Bishop.

The instructions for the outlay of the accumulations and income come from the Bishop of Wellington.

There were two Maori boys maintained at the Te Aro school at the expense of this Trust; but since the establishment of the Grammar school the funds have not sufficed for more than one. Another Maori boy from this neighbourhood is maintained by the Government.

There is a balance now in the Bank of £30 12s. 5d. to the credit of the Trust.

Mr. *Hutcheson*, being duly sworn, states: My name is William Hutcheson, of Wanganui, newspaper proprietor. My attention has been called to the question of the trust connected with the Industrial School Reserve. I think it an injustice that this trust should be in the hands of a particular denomination. It is considered by a large number of the inhabitants of Wanganui as a grievance that so large and valuable a portion of the town, being set apart for purposes of education, should be administered in that way. Looking at the terms of the grant, the fees charged for the pupils of this school are such as preclude the objects of the grant from receiving the benefit of it. There are a number of children of persons in humble circumstances in Wanganui who are not attending school at all, and whose parents allege their poverty as the reason. It appears to me that the grant was intended to assist these children.

I think the most effectual mode of educating Maori children is to take them away from their parents. I am decidedly of opinion that Maori children educated when residing with their parents cannot be taught with any advantage.

My objection is to the sectarian character of the trust. If the children of poor and indigent persons are admitted to a denominational school, the admission becomes a matter of patronage.

Under the circumstances of this trust, the appointment of the teacher would be confined to one of the denomination having the administration of the trust, which makes it denominational.

Mr. *Godwin*, being duly sworn, states: My name is Henry Haywood Godwin. I reside at Wanganui, and am head master of Wanganui Collegiate School, on the Industrial School Estate. I know the land comprised in the grant, a copy of which is before me, purporting to be from Register I., folio 52. I am not in any way connected with the property, except as occupying and conducting a school on a portion of it under the direction of the trustees. It is the only school on the ground. Five acres of land are held in connection with the school. This land is fenced in with a live furze fence. The buildings comprise a house for myself, containing seven rooms, a kitchen, and a pantry. It is of kauri timber, and iron-roofed. The school building was a residence, the partitions of which I caused to be taken down, and an addition has been made to accommodate the increased number of scholars. The old portion is much decayed, and constantly requires repairs. The remainder of the five acres is used as a playground by the boys, except a piece round the dwelling-house fenced in as a garden. The remainder of the reserve is let to different tenants. The paper I produce (marked A.) contains an account of the scholars attending the school—their ages, length of attendance, and the religious denomination to which they respectively belong. The remuneration is arranged to me as follows: subject to my having another master engaged, £150 a year; £100 a year if I have not another master engaged. This is paid out of the trust fund. In addition I am authorized to charge in respect of each boy attending £6 per annum for boys under eleven years of age, and £7 for boys over eleven years of age. General improvements and repairs are effected at the cost of the trust estate, but the trustees hold me responsible for the repairs of the fence round my own place. I have been master of the school nearly three years. I should mention that I am at liberty to take boarders, in respect of whom I am permitted to fix my own terms, and have generally about six boarders.

Under written instructions from the Bishop of Wellington, one of the trustees, I have been authorised to restrict, and have restricted, the industrial training of the pupils to occasional lessons in practical geodesy. The religious instruction is confined to reading, without comment, at the opening of the school each day, a chapter of the Scriptures, and the use of a form of prayer, a copy of which I will forward to the Commissioner. During the reading and prayer the Roman Catholic pupils remain outside the schoolroom. The education I have aimed at has been such as is given to the middle class schools in England. I could not undertake to give what may be termed an industrial tendency other than instruction in practical geodesy, and have never seen in England the combination of industrial with the ordinary education of a grammar school. My instructions from the Bishop of Wellington informed me that this was to be a grammar and commercial school. From what I have seen of industrial schools in England, I have been led to believe that the establishment of one in New Zealand would be attended with expenses beyond the means of any trust estate. There are no Maoris in the school I manage. I am not prepared to teach Maoris, and my engagement with the Bishop was for the education of Europeans only. The Bishop has informed me that there are some Maori pupils maintained at the expense of this trust estate.

#### MEMORANDUM.

It appears by "The New Zealand Church Almanac," for 1867, Appendix xxxvii., or B. x. of Schedule A., that the following trustees were appointed May 13, 1862—viz., The Right Reverend the Bishop of Wellington, the Venerable Octavius Hadfield, William McLeod Bannatyne, Esq., George Hunter, Esq., and Robert Stokes, Esq., to be trustees of the land comprised in grant referred to as entered in Register I., folio 52.

In page xxxix of the Appendix the trust is expressed to be, "That they the said trustees shall and do stand seized and possessed of all the lands comprised in the Schedule marked A, for the education of children of Her Majesty's subjects of all races, and of children of other poor and destitute persons being inhabitants of islands in the Pacific Ocean, so long as religious instruction, industrial training, and instruction in the English language shall be given to the youth educated therein or maintained thereat."

ABSTRACT of SCHOLARS' STUDIES, &c.

Forms.	Number of Boys.	Course of Instruction.
IV. and V.	12	{Æneid, Books I., II.; Cæsar, Books I., II., III., IV.; Eclogæ Ovidianæ.—Greek Testament: Gospel of St. Luke, chap. ii.—Arithmetic: Colenso, miscellaneous examples.—Algebra: Todhunter, quadratic equations.—Euclid, Books I., II., III., IV.—Mechanics: Tate, inclined planes.—Trigonometry to solution of right-angled triangles.—General Geography.—English History: Norman and Plantagenet lines.—Roman History to Second Punic War. Cæsar, Book I., chaps. 1-20.—Greek Grammar to verbs in <i>mi</i> .—Arithmetic: vulgar and decimal fractions, practice, proportion.—Algebra to simple equations.—Euclid, Book I.—History and Geography as fourth form. Latin Grammar: passages from Subsidia Primaria.—Arithmetic: compound rules, vulgar fractions. Elementary Class.—English subjects.
III.	13	
II.	10	
I.	8	

DISTRIBUTION.

Number of Boys.			Ages.				Attendance.			Denominations.			Remarks.	
Boarders.	Day Scholars.	Total.	Above 16.	Under 16 but above 15.	Under 15 but above 13.	Under 13 but above 11.	Under 11.	Over 2 years.	Over 1 year.	Less than 1 year.	Church of Rome.	Church of England.		Presbyterian.
5	38	43	6	7	10	9	11	18	12	13	3	32	8	School hours—9 a.m. to 12.30 p.m. and 2 p.m. to 4 p.m. Days of attendance—every day but Saturday. Vacations—midwinter, 2 weeks; Christmas, 6 weeks.

Industrial School Estate,  
Wanganui, 12th September, 1869.

HENRY H. GODWIN,  
Head Master.

Mr. *Watt*, being duly sworn, states: I know the land comprised in the grant, a copy whereof is produced, and is referred to as taken from Register I., folio 52. There was a Native school and residence there at one time. The residence was accidentally burnt down, and for some years (six or seven) after nothing apparently was done with the property.

The house built for Mr. Nicholls was burnt down about March, 1860. About October, 1866, the house now occupied by Mr. Godwin, the schoolmaster, was built. The object of the grant, as a means of supporting a school, has been departed from. In place of its being a school for indigent children, the fees for pupils are higher than those of any other school in the place. The amount of income derived from the trust property exceeds the amount annually expended upon it. It is thought that more might be done with the endowment. The land is of the best description.

10 acres, Wanganui.—Church Mission.

The Rev. Mr. *Taylor*, being duly sworn, states: My name is Basil Kirke Taylor, M.A. I reside in the mission house, Putiki, and am resident minister and member of the Church Missionary Society.

I know the property comprised in grant, a copy whereof is produced and referred to as in Register A., folio 39. When I first came to Wanganui, the mission house was nearly completed by my father, the Rev. Richard Taylor, M.A. This was the second house built on the land. The Rev. Mr. Mason had resided there previously in a raupo house. (He was drowned in the Turakina River.) The mission house is now in a state of decay, and the foundations of a third one are being laid. This is to be a substantial house of timber, with iron roof. The property is fenced in, and otherwise improved. It was given as a place of residence for the mission. Part has been fenced off for the church and churchyard, with a durable fence of Australian timber. The church is of timber, and shingled, and will accommodate 300 or 400 in the way Maoris sit. It is undergoing improvements, and contains a harmonium. There has been no change in the trustees. The trustees named in the grant continue to be the trustees. The Rev. Richard Taylor is absent from the colony on a visit to England. There is no revenue derived from the ground. There is no charge for accommodation in the church. There is daily a service morning and evening. On Sunday three services and a school. The numbers in attendance on the Sabbath would be about twenty or thirty before the war, with exceptional additions when the Natives were in greater numbers in the pa. They now vary from ten or twelve to between thirty and forty. On special occasions the numbers are greater. There is a marked difference in the attendance since the war. The military operations during the war, being almost invariably commenced or effected on the Sabbath, has induced a belief in the Native mind that there is no Sabbath to the soldier. There is a residence for the schoolmaster and a school-house of timber, and shingled. An English schoolmaster is maintained by the Church Missionary Society. It is a mixed daily school. The average attendance is extremely

variable. The attendance being optional, it is difficult to secure it. They varied from possibly two to possibly twenty. The Maori children are allowed their own way very much by their parents, and if there be any excitement elsewhere within reach will abstain from coming to the school to be present at it. (The Putike Natives have been great supporters of the Government during the war, and it has been mainly from them that the Native Contingent from the West Coast has been raised.)

[Evidence taken before Mr. Domett.]

WEDNESDAY, 3RD NOVEMBER, 1869.

*Otaki School.—Otaki School Reserve.*

The Venerable Archdeacon *Hadfield*, having been duly sworn, stated: My name is Octavius Hadfield. I am one of the trustees of the lands comprised in the grants for the school at Otaki.

*Grant, 500 acres, Porirua.*

No. 1.—I know the land comprised in the grant (page 10, N.M., vol. 5, area 500 acres). Attempts were made to raise funds to erect a building upon it for a school-house, which failed. It has been let to Mr. Richards for some years for a term, which has about a year to run. The rent, I believe, is about £100 a year, payable half-yearly. The Otaki school at present receives £75 a year (Miss McWilliam £50 for teaching the girls, and the Rev. James McWilliam £25 out of the above). The remaining balance is accumulating. The accounts can be had in about a fortnight. I do not think the tenant has made any improvements on the property. Grass has spread upon it, and the brushwood has been broken down, but I do not think that the tenant is under any covenant to improve.

MEMORANDUM handed in by Archdeacon HADFIELD.

For several years the Porirua estate was let to Mr. Richards for £50 per annum. From October, 1865, the rent paid by him has been £75 per annum. From July 1, 1865, till the present time, £25 has been annually paid to the master of the Otaki Industrial School; that is to say, up to July 1, 1869, £100. From September, 1868, till September, 1869, has been paid (one year) to Miss McWilliam, £50. Grants to Otaki school (special), 1867 and 1868, £200. June 30, 1868, the sum of £800 was lent to the Rev. H. W. St. Hill, master of the Church of England Grammar School, on mortgage at 6 per cent. There is now a balance of £183 11s. 6d. to the credit of the estate at the Union Bank of Australia.

To the best of my belief the above is a correct statement of the state of the accounts.

OCTAVIUS HADFIELD.

*Grant, 396 acres 2 roods 30 perches, Otaki.*

No. 2.—What I have to say respecting the grant (No. 32, N.M., vol. 5, Miscellaneous, area 396 acres 2 roods 30 perches) applies to several others in that locality.

I know the land therein recorded. It has been all fenced in and improved to a very great extent, and it has been farmed, and the proceeds devoted to the support of a boarding-school, from about January, 1854, up to the end of July, 1868. Since then it has not been a boarding-school. The number of children varied; from 1854 to July, 1868, the average number (boys and girls) I should say, roughly, was 40. There were two-thirds boys. The ages of the boys were from eight years to fifteen, after which they generally left us; the girls about the same ages. Some of the parents resided in the neighbourhood, but more than half came from a distance—Manawatu, &c. For many years it worked very satisfactorily indeed. They were taught English—which many of them knew very fairly; arithmetic—in which many made good progress. They wrote fairly. They were also taught singing.

The industrial training of the boys was for agricultural pursuits. The boys were taught ploughing, and the management of cattle and sheep. There was always a good farming man, an Englishman, on the establishment. Many boys would not have come without this. The girls were taught sewing and household matters. I do not think there was much difference in steadiness at work between pupils from the neighbourhood and those from a distance. I have never had any particular difficulty with the children of Natives in the neighbourhood.

From the 1st January, 1858, to 1st July, 1868, I think there was no assistance from Government at all. It was certainly about ten years. For the four years previous to 1858 there was considerable Government assistance—without it I should not have been able to fence the land, or start the institution. The boys worked better at that time also. Returns were regularly furnished to the Government of the expenditure of the funds. For one year from same date in 1867 I received a capitation, fixed, of £5 per head for the boys and girls, and a bonus of £100. I found, with the greatest economy, that the expense of each pupil was £18 or £19 a year. This was exclusive of the master's salary. For ten years the institution supported itself, with extraneous aid from England and elsewhere. The schoolmaster was generally paid from these sources.

The financial means of the institution were mainly due to an exceptional course of management of the farm—viz., by raising choice stock, which was sold at high prices up to a recent period.

We are now and for the last year we have been carrying on a day-school only. The principal cause of the declension of the institution was the deficiency of funds. I consider as another cause the establishment of two public-houses adjoining the school land. Occasionally a pupil has been made to drink. As an instance, I heard from the Rev. Mr. McWilliam, only last week, that the pupils were singing in the church when a party of drunken men entered, broke a brandy bottle in the church, and the singing of course had to cease.

2—H. 21B.

I have never been able to make the parents of the pupils pay anything. I counted thirty-two scholars the last time I attended; about equal numbers of boys and girls. They both write very well. The Rev. Mr. and Miss McWilliam are still being paid.

The land is now very valuable. The value has been gained by a large outlay of money and labour, several miles of ditches and drains having been made. I am now advertising to let the land, with the buildings; it ought to let for £250. The buildings consist of three labourers' cottages, a good barn, and out-buildings.

I have explained, in a report to the Government, the cause of the falling-off of the schools better than I could off-hand at present. What made it break up as a boarding-school was not the falling off of funds. This was the chief cause. I do not know that had I had funds it would not have broken down. There has, no doubt, been a considerable change during the last two years in the state of the Natives. There is less inclination to send children to school than there was amongst them two years ago. At present I am obliged to give up the industrial and boarding part of the educational trusts, and do what I can in the matter. These might, however, be revived again.

The difficulty of teaching English is that it is almost a dead language to many of the Natives in the outlying districts, and they cannot hear it spoken commonly. It requires tact and peculiar talent in a teacher to succeed in this object. It is very difficult to find the capacity for teaching language and industrial pursuits combined in the same individual.

I doubt if the estate would be sufficient to carry out all the objects of the trust, the salary of the master absorbs so much of the proceeds of the land. When the Native Police was reduced on the West Coast, the persons retained in the force were all those who had been educated in the school in question. The Natives valued very much the qualifications acquired by the girls at the school, which made them useful for wives. The grown-up pupils who had married from the school have, in many instances, sent or wished to have their children sent there also.

This and the other lands given for this school were appropriated by the Natives themselves, for its maintenance.

During the four years in which I received £300 or £400 a year from Government, the actual expenses of the children would have absorbed the whole of these sums. The improvements were paid for, practically, from other sources.

*Grant, 68 acres 2 roods 35 perches, Otaki.*

No. 3 (N.M. Miscellaneous, p. 33, area 68 acres 2 roods 35 perches).—The same remarks apply to this as to the foregoing grant.

*Grant, 24 acres 1 rood 16 perches, Otaki.*

No. 4 (N.M. Miscellaneous, p. 37, area 24 acres 1 rood 16 perches).—This was given by the Natives, and granted by the Government. It is for the promotion of the Church Missionary Society's objects. It has been used for educational purposes up to the present time. It contains my house, the church, and cemetery, containing about eight acres; but the rest has been used to support the school. Two of the buildings connected with the latter are upon it. These are good buildings of totara, several rooms in each. The school-house has one large room and two wings; the other is the boarding-house of the scholars, in which the Rev. Mr. McWilliam and Miss McWilliam reside. Very few Natives attend the church now, compared with former times. The road formerly was by the beach. We moved inland, on purpose to avoid the line of traffic. We have, however, been followed, and the Natives have to retire further into the bush. The congregation is now only about fifty or sixty. Drunkenness is spreading very rapidly; it has been so for the last twelve months. One of the publicans at Otaki has, in fact, very few other customers than Maoris, although the selling to them is prohibited by law.

*Grant, 33 acres 3 roods, Otaki.*

No. 5 (N.M. Miscellaneous, p. 59, area 33 acres 3 roods).—This land adjoins the large block of 396 acres. The same remarks apply to it as to the former one.

*Grant, 62 acres, Otaki.*

No. 6 (N.M. Miscellaneous, p. 65, area 62 acres).—The same remarks apply as in the former case. It also adjoins the large block.

*Grant, 17 perches, Wellington.*

No. 7 (N.M. Miscellaneous, p. 66, area 17 perches).—Mr. Hart states that this was a private purchase of the Bishop of New Zealand for the church.

[Evidence taken before Mr. Domett at Wellington.]

WEDNESDAY, 13TH APRIL, 1870.

Major *Edwards*, being duly sworn, states: I was Resident Magistrate of the Otaki District from 1862 to April, 1870, with the exception of a period between June, 1868, and April, 1869.

I know the Church School at Otaki. As far as my knowledge goes, the attendance has varied from about sixty to (at one period) about four and five. I could tell the period when it was so low, if I referred to my papers at home. I think the Hauhau disturbance was one of the causes of the decline in attendance. I believe all confidence in Europeans, missionaries, or anybody else, was lost from 1864 to 1866. I believe the attendance at the school for the last year or two has considerably improved. During the last two or three years a certain portion of English has been

taught; but prior to that, the education of the children was almost entirely in the charge of a Maori and his wife (one of whom has since gone over to Hauhauism).

Mr. Hadfield visited the school daily, and had service there. I have occasionally seen the children at the College. I never went officially: it was purely accidental when I saw them. They appeared at those times much like other Maoris. I once saw ten or a dozen of the boys squatting round a dish of potatoes on the floor in the middle of the room. I fancy there may be other reasons besides Hauhauism for the nonattendance. One may be that the Maori parents are unwilling to part with their children, and also that they are discouraged as to the results generally, as well as to what they learnt, and as to their acquirement of civilised habits. The Maoris have told me this themselves. One Maori (I believe my late interpreter could give you his name) said that he did not send his children there because they were so dirty. I do not know that I can say any more from my own knowledge.

I know the Porirua Reserve (500 acres). I think £75 a year is quite enough rent for the property. I do not see that, with the short leases given (five years), the tenants could improve. It would take the tenant three years to knock down the trees and clear the ground, so that he would only have two years to get his profit from, having at the same time rendered the property so much more valuable, and of course it would be sought for at a higher rent. It would be throwing money away. I would suggest that the leases should be for fourteen years, in which case covenants might be made for clearing, fencing, and laying down with English grass.

I have seen some of the boys from the school write an excellent hand in Maori. As far as the humbug of English is concerned, I never had any proof of its existence. Many of the boys on the farm became bullock-drivers, ploughmen, and shepherds.

By Mr. *Domett*: Were the girls educated at the school sought for as servants by European families in the neighbourhood?

I lived there during a period of more than two years, during which we were often without servants, but I never got any from the school.

I think it was a matter of public notoriety that the school was a failure.

THURSDAY, 11TH NOVEMBER, 1869.

Mr. *Bannatyne*, having been duly sworn, states: My name is William McLeod Bannatyne. I reside in Wellington.

*Grant, 500 acres, Porirua.*

No. 1 (N.M. Miscellaneous, p. 10, area 500 acres).—A portion or the whole of this is let to a Mr. Richards, who pays £75 a year rent. This is the only rent we receive. If he has not the whole of it, we get no rent from any one else. As to rent, I make the same statement as Mr. Hadfield. No school has been established at Porirua out of the proceeds of this land.

*Grant, 19 acres, Kaikokiriki, Wairarapa.*

No. 2. (N.M. Miscellaneous, p. 57, 190 acres).—I do not know anything about this land. Nor do I know anything respecting the Bolton Street reserve, on which the parsonage is built. Mr. Powles can supply the necessary information.

*Grant, 38 perches, Wellington.*

No. 3 (N.M. Miscellaneous, p. 89, area 38 perches).—This is the site of the school in Sydney Street. A school-house has been built upon the section, but no schoolmaster's residence. The school has been carried on there for the last twenty years. There is an average attendance of 80 or 85 children of both sexes. The school is conducted by a schoolmaster and schoolmistress, paid out of pence received from the children, at from 8d. to 2s. a week, supplemented by subscriptions from parishioners.

The schoolmaster (Mr. Mowbray) receives £200 a year—£150 when he first came, and since increased to £200. The schoolmistress receives annually £30 a year; but she has gratuities which bring it to £40 or £50 (not exceeding £50) from collections by the ladies, to which the Bishop contributes £10.

An exceedingly good education is given at the school; but we have great difficulties in meeting the expenses of carrying it on.

The site of the cathedral was granted from Mr. Tollemache, and that of the Bishop's house was the gift of that gentleman.

*Grant, 4 acres, Karori.*

By a note from the Venerable Archdeacon Hadfield, the Commissioner is informed that the land at Karori, held for church purposes, has not hitherto been improved or made productive in any way.

*Grant, 3 roods 1 perch, Wellington.*

Mr. *Powles*, being duly sworn, states: My name is Charles Plummer Powles. I am parishioners' churchwarden of the Parish of Saint Paul's, Wellington. I know the piece of land referred to in the grant (14.2 B., p. 30, area 3 roods 1 perch). I produce a Memorandum showing an arrangement for a lease of the section in question by the trustees of the reserve, to whom it was conveyed by the Bishop of New Zealand, and for the erection of a parsonage thereon. This has been carried into effect. The land has been mortgaged to Captain Rhodes accordingly. The cost of the house did not amount to the full £800. The interest is paid out of the revenue of the parish; it is at 10 per cent., and has been paid up to the end of last quarter, 30th September, 1869.

We publish a report every year of the parish funds, giving an account of the expenditure incurred respecting its property and the disposal of its funds, which I will produce.

The whole of the land is fenced in. The incumbent has the house rent-free, as part of his stipend.

#### MEMORANDUM ON PARSONAGE RESERVES.

This reserve is vested in the Right Rev. the Bishop of Wellington, Stephen Carkeek, George Hunter, and J. C. Crawford, Esquires, as trustees of the Diocese of Wellington for the General Synod, who are willing to place it at the disposal of the vestry of Paul's, Thorndon, for the purpose of erecting a parsonage. The vestry propose to erect a parsonage house on the premises, of the value of from £600 to £700, and to effect an insurance thereon against fire of £500. The vestry, not having funds available for the purpose, propose to raise a loan on the security of the house and land of a sum not exceeding £800, and request the trustees to grant a lease at peppercorn rent and unencumbered by any covenants to the person or society who may be willing to make the necessary advance, such lease to be a security for repayment of the sum advanced and to be determinable in twenty-one years, or at such earlier period as the liability may be liquidated. On the determination of the lease within the term of twenty-one years, the trustees will hold the property for the residue of the said term in trust as a parsonage for the Parish of St. Paul, so long as the vestry keep the buildings insured as aforesaid, and in good repair (due allowance being made for ordinary wear and tear); and in the event of the destruction of or injury to the parsonage by fire, all sums of money received from insurance office to be laid out in rebuilding or reinstating the premises.

Wellington, 27th September, 1866. (Signed) G. HART, }  
C. D. BARRAUD, } Churchwardens.

I approve of the above, and, as one of the trustees, am willing to grant such a lease as is required.

(Signed) G. J. WELLINGTON.  
G. HUNTER.  
J. C. CRAWFORD.  
S. CARKEEK.

An account was furnished by Mr. Powles showing that the interest paid on the £800 borrowed from Captain Rhodes to enable the parish to build the parsonage, was paid out of the annual income of the parish.

#### Roman Catholic Church.

[Evidence taken before Mr. Hart, at Wanganui.]

##### *Lot 69, Petre Town, Wanganui.—Church.*

Mr. *Macdonough*, being duly sworn, states: My name is Thomas Francis Macdonough, of Wanganui, Postmaster. I am a member of the Roman Catholic communion in this place. I know the land comprised in the grant referred to by the Record, No. 69. There has been no alteration in the trustees as far as I can ascertain. The land adjoins land comprised in grant (Record No. 14-68). The land included in the first-mentioned being swampy at the time the grant was made, the adjoining sections comprised in the latter grant were purchased with funds of the Mission, and on this land the chapel is built. On the land in Grant No. 69 a school and house for the schoolmaster are built. The average attendance of children is about forty. It is a day school. The education is simply elementary—reading, writing, arithmetic, geography, and grammar. There used to be a master, who left for want of sufficient funds. The school is at present superintended by a mistress. The church has accommodation for between 500 and 600 persons. The services are regularly performed on Sundays, and generally daily. The average charge to the pupils of the school is 3s. per month. The school and house are of timber, with shingled roofs. The church is of timber, with shingled roof.

##### *Lot 86, Petre Town, Wanganui.—Cemetery.*

Mr. *Macdonough*, being duly sworn, states: I know the land comprised in the grant referred to, No. 86 on the Record, area 1 acre. It is used as cemetery, fenced in, and maintained in order. The land forms portion of a larger cemetery, from which it is separated by the fence. The sexton, who acts for the whole cemetery, receives a fee for each burial as a return for digging the graves. He also keeps the cemetery in order. When land is required permanently for a grave, there is a charge made of £5, which is applied in improving and maintaining the cemetery. With respect to the grant of 250 acres for a school, referred to as entered on Record book, No. 52, considerable dissatisfaction exists amongst the Catholic community on account of so large a portion of the town land being set apart under circumstances which, in practice, confine the benefits arising therefrom to the children of persons of one religious denomination.

[Evidence taken before Mr. Domett, at Wellington.]

MONDAY, 11TH NOVEMBER, 1869.

Mr. *Walter Johnston*, being duly sworn, states: My name is Walter Woods Johnston. I reside at Wellington.

##### *Grant 108 acres, Porirua.*

No. 1 (N.M. Miscellaneous, p. 35, area 108 acres).—I believe this section is leased to a Mr. Taylor. I know nothing about the rents or their application.

*Grant 1 acre, Wellington.*

No. 2 (N.M. Miscellaneous, p. 36, area 1 acre).—I know nothing about this section.

*Grant 2 roods, Wellington.*

No. 3 (N.M. Miscellaneous, p. 72, area 2 roods).—This was a reserve given by the New Zealand Company to the Roman Catholic Church, and has always been used as the site for a chapel. I know nothing more about this section.

*Grant, 1 acre, Lower Hutt.*

No. 4 (N.M. Miscellaneous, p. 92, area 1 acre).—This was not given by the Government, but by Te Puni. Part of the land is used as a cemetery, and three-fourths are occupied by Native relatives of Te Puni.

*Grant, 22½ perches, Wellington.*

No. 5 (N.M. Miscellaneous, p. 93, area 22½ perches).—In trust for a Roman Catholic school. I have no doubt there is an annual rental proceeding from this, but I know nothing of the application of the same.

*Grant, 2 roods 34 perches, Wellington.*

No. 6. (N.M. Miscellaneous, p. 30, area 2 roods 34 perches).—There is no trust declared in this grant; the land was bought by the congregation. Referring to Grant No. 3, I may remark, that twenty feet of this was sold to the Union Bank of Australia.

*Grant, 2 acres 3 roods 20 perches, Wellington.*

No. 7 (N.M. Miscellaneous, p. 73, area 2 acres 3 roods 20 perches).—This has always been used as a cemetery. There are two sections used as cemeteries in Greytown and Carterton of two acres each, given by the Provincial Government to the Catholics for that purpose. There is also one acre at Masterton, given for the same purpose by the trustees, under what trust I do not know.

I put in a memorandum showing the nature of the title of all the lands held by the Catholic body, and the mode of their acquisition.

THE RELIGIOUS, EDUCATIONAL, and CHARITABLE TRUSTS at Wellington, and the LANDS BOUGHT or GIVEN for the same purposes, by the Roman Catholic Bishop, and the Catholic Congregation in the same place and District, &c.

Where situated.	Number of Allotment.	Quantity of Land.	Destination.	By Grant or Purchase.	Observations.
Wellington ..	1	2 acres 3 roods 20 perches	R. C. Cemetery ..	Given by the N.Z. Company	
	2	2 roods .. ..	Te Aro Chapel ..	Ditto .. ..	20 feet sold to the Union Bank.
Wellington ..	3	2 acres 34 perches ..	Religious purposes ..	Bought by the Congregation	
	4	22½ perches .. ..	Trust for education ..	Given by the Government	
	5	2 acres .. ..	Religious and educational	Bought by the R.C. Bishop	
	6	1 acre .. ..	Religious and educational	Given by Lord Petre ..	
	7	1 acre .. ..	St. Joseph's Providence— Educational .. ..	Given by the Government	
Porirua ..	8	108 acres .. ..	Educational .. ..	Ditto .. ..	
Lower Hutt ..	1	2 acres 20 perches ..	Religious and educational	Given by the Hon. H. Petre	1 acre washed away
	2	1 acre .. ..	Catholic Cemetery ..	Given by Te Puni ..	½ acre occupied and retained by his son.
Upper Hutt ..	2	1 acre .. ..	Religious and educational	Given by the Hon. H. Petre	
Wairarapa— Greytown ..	1	1 acre (less than) ..	Religious and educational	Given by Mr. Clifford	
	2	2 acres .. ..	Catholic Cemetery ..	Given by the Provincial Government	
Carterton ..	1	9 acres (more or less)	Religious and educational	Bought by the Congregation	
	2	2 acres .. ..	Catholic Cemetery ..	Given by the Provincial Government	
Masterton ..	1	1 acre .. ..	Religious and educational	Given by the Trustees	

8th November, 1869.

FRIDAY, 26TH NOVEMBER, 1869.

The Rev. *Jean Baptiste Petit Jean*, being duly sworn, states: My name is Jean Baptiste Petit Jean.

*Grant, 108 acres, Porirua.*

No. 1 (N.M. Miscellaneous, p. 35, area 108 acres).—This land was granted for a school, but after the lapse of some years' expectation, there being no funds for a school at Porirua, the proceeds have been applied to the institution at Wellington. The land was ultimately let to Mr. Taylor, first at £10, now at £30 a year, which he wants diminished. The rents have been spent exclusively on the education of Maori girls at Wellington, at the St. Joseph's Providence.

Returns are made every three months to the Native Office, whence they go the Treasury.

At present, I think there are about fifteen girls receiving education. They are taught all the ordinary subjects of an English girl's education, and the reports can be referred to, which are highly complimentary as to their proficiency, and which are published by the Government. His Honor Mr. Justice Johnston and Mr. Fitzherbert have been the visitors, and the last was Mr. Bowden, the Inspector of Schools.

*Grant, 1 acre, Wellington.*

No. 2 (N.M. Miscellaneous, p. 36, area 1 acre).—This is the land fronting on Hawkestone Street on which the St. Joseph's Providence is built.

A school has been established and in operation on this section since about 1851 for female children, in accordance with the terms of grant—viz., the girls chiefly educated are Maori and half-caste, and occasionally European. The number of the former is about fifteen at present—three Maori and ten half-caste girls; the Europeans are three in number.

What has been said above as to the Porirua grant refers to this school, the rent of the Porirua land being appropriated to the maintenance of the latter.

The grant does not specify that the education is to be denominational or the reverse. It is given to the Roman Catholic Bishop, and religious education is required to be given. The inference seems to be, that the religious education is to be Catholic, which is in accordance with the spirit in which the grant was made.

Protestant children are educated, and do attend religious exercises every morning and evening, as it would be injurious to the children, in our opinion, to separate the scholars at the time of such exercises being celebrated.

The industrial training is comprised in sewing and other domestic occupations, making bread, cooking, &c.

*Grant, 2 roods, Wellington.*

No. 3 (N.M. Miscellaneous, p. 72, area 2 roods).—This is the land in Manners Street on which the Chapel of the Nativity stands.

The Union Bank intimated to Sir Charles Clifford that they had great need of a small additional piece of ground to make a road to the stable. Sir Charles Clifford mentioned it to the Bishop (Monseigneur Viard), and it was arranged that it should be sold to the bank for £30. I do not know how the purchase-money was applied by Father O'Reilly. It was for religious purposes, no doubt.

*Grant, 1 acre, Lower Hutt.*

No. 4 (N.M. Miscellaneous, p. 92, area 1 acre).—This acre was given for a cemetery. Only a portion of it is fenced in for that purpose; the rest is included in the five or six acres fenced in by the Natives for gardens and paddocks, and used by them as such. The land was given by Te Puni, under an arrangement made by the Hon. Henry Petre and the Governor.

*Grant, 22½ perches, Wellington.*

No. 5 (N.M. Miscellaneous, p. 93, area 22½ perches).—This land is on Lambton Quay. It is let for £20 a year, which is too low a rent. Mr. George Moore is the tenant. He had it previously for £14 per annum for ten years. Mr. Brandon managed the leasing. It was probably let at a low rent as Mr. Moore had it previously for ten years and had made no use of it. The proceeds are applied to the repair or maintenance of the St. Joseph's Providence.

*Grant, 2 roods 34 perches, Wellington.*

No. 6 (N.M. Miscellaneous, p. 30, area 2 roods 34 perches).—This land is in Boulcott Street. No trust is declared in the grant. This land was intended for a church site. It was not a gift, but was bought originally by Father O'Reilly. It is not let, or if any rent is specified none is paid, as the tenant is a poor old woman without any means to pay it.

*Grant, 2 acres 3 roods 20 perches, Wellington.*

No. 7 (N.M. Miscellaneous, p. 73, area 2 acres 3 roods 20 perches).—This land has always been used as a cemetery, and temporarily a portion of it is used as the site of a residence for Father O'Reilly, and at present for the sexton and his family.

*Grant, 2 acres, Lower Hutt.*

No. 8.—This is a piece of land consisting of two acres that was bought of the Hon. Henry Petre for a sum of money, the interest of which was paid for a considerable period. The section was finally given to the Church by Mr. Petre. It is not the subject of a direct grant from the Crown to the Catholic Church.

*Grant, Lower Hutt.*

No. 9.—This section was also given to the Church by the Hon. Henry Petre, and is not the subject of a direct grant from the Crown.

*Grant, Greytown.*

No. 10.—The land at Greytown was a gift from Sir Charles Clifford.

*Grant, 2 acres, Greytown.*

No. 11.—This consists of two acres of land, and was taken out of the Public Reserves when each denomination received ground for a cemetery from the Provincial Government. I do not know if a grant has been issued for this land or not.

*Grant, Carterton.*

No. 12.—This religious and educational reserve was bought by the congregation. The cemetery was given by the Provincial Government, as at Greytown.

*Grant, 1 acre, Masterton.*

No. 13.—This land consists of one acre for religious and educational purposes. It was given by the Trustees of the Small-farm Settlement at Masterton. I think is kept for a cemetery, whether actually used or not I cannot say.

**Wesleyan Church.**

[Evidence taken before Mr. Hart, at Wanganui.]

TUESDAY, 12TH OCTOBER, 1869.

*Wanganui Town, 1 rood.—Church Site.*

The Rev. *George Stannard*, being duly sworn, states: My name is George Stannard. I reside in Wanganui, and am a Wesleyan missionary. I know the land comprised in the Crown Grant, of which the copy is produced and referred to as No. 127, Record iv. A. It was reserved for the special purpose by the New Zealand Company. In 1859 a church was first erected on the ground, which has since been enlarged. There is also on the ground a building used for a Sabbath school. It has been used as a day school, but is not at present. The church and school are of timber, and shingled. The church contains 320 sittings. The sittings are not all let (about 130 are). Such as are let are charged for at the rate of 10s. per annum. It is the usage in our churches to reserve a considerable number of sittings as free seats. There is no other income derivable from the ground. Divine service has been celebrated in the church from 1859 to the present time. The church is supported by voluntary contributions, supplemented by a grant from the Home Mission Sustentation Fund. The average attendance at worship will be 200; that in the Sabbath school will be about 120. The cost of building the church and enlargement, and school-house and manse, was about £600.

I know the land (385 acres) comprised in section numbered two hundred and forty (240) on the plan of the right bank of the Wanganui River. It was purchased by me of the New Zealand Government, with funds supplied by the Wesleyan Mission, to provide against the contingency of their failing to acquire a grant of land in the Ngatiruanui country, which contingency happened.

The cost of the buildings and improvements of the land, and of the stock afterwards placed upon it, was defrayed out of funds supplied by the New Zealand Government in this way: Out of the £7,000 annually appropriated for Native educational purposes, £700 per annum was granted to the Southern Wesleyan District. In 1856 expenditure commenced, in the fencing of the land and erection of a minister's house and school-house, and dormitories and refectory were afterwards added. These buildings were of timber and shingled. There were rough Native buildings for the farming-man employed, and a stockyard enclosed. Farming operations were carried on—first preparatory to putting on stock, and afterwards in support of the Natives residing there, and towards the support of the establishment. From 1858 until the commencement of the war, the school was prosperous, having fifty resident Natives. It was at its great height before the war commenced. When the war commenced the school declined; and when the Ngatiruanuis became involved in war with the Europeans in the Wanganui District, their children, who formed the scholars, were withdrawn from the school. This was about the year 1863. After the complete withdrawal of the children, the missionary in charge left the place to reside in Wanganui. The premises were then left in the charge of a farmer who afterwards became tenant at a rental for the premises and stock thereon of £150 per annum, subject to a provision for the resumption of the premises by the Chairman of the Wesleyan District, in the event of opportunity offering to re-establish the school. His term expired in 1866. Since then the stock has been sold. The net proceeds amounted to £359 15s. 6d. From the commencement of the school till the close, the accounts were regularly audited by Government Inspectors. The land has been let for a term commencing in September, 1867, of ten years, at annual rents of £125 for the first three years, and of £150 for the last seven years. The tenant is under obligation to keep the two residences in repair, and to lay certain portions down in grass, and erect certain fencing. Provision is also contained in the lease for retaking possession of twenty acres adjoining the "minister's house," if an opportunity should occur of resuming educational operations. The school-house, dormitories, &c., subsequently to the abandonment of the school, have fallen into decay. One of the buildings, to utilise it, was repaired and put up as the Sunday school on the town church ground. The rents are accounted for to the annual Wesleyan District Meeting, and applied to church purposes. During the period from 1859 till the school closed, there was a capitation allowance by the Government of £10 for every child educated at the school. The actual cost must have been nearly £20 per head per annum. The difference was made up by funds in hand, and in part of the produce of the land.

The Rev. *William Morley*, Wesleyan minister in Wanganui, also present, assents to the correctness of the foregoing evidence of the Rev. George Stannard.

[Evidence taken before Mr. Domett and Mr. Hart, at Wellington.]

MONDAY, 1ST NOVEMBER, 1869.

*Wesleyan Reserves, Wellington.*

Mr. *Lewis*, trustee of the Wesleyan Estate, attended, and suggested that his evidence should be taken to-morrow. The Commissioners furnished Mr. Lewis with a list of the trusts upon which his evidence would be required.

The Rev. *William Kirk* was requested by letter and formal summons, to attend at 12 o'clock to-morrow.

TUESDAY, 2ND NOVEMBER, 1869.

Mr. *David Lewis*, being duly sworn, states: My name is David Lewis. I reside in Wellington, and am Commissioner of New Zealand Company's Land Claims. I am one of the trustees of the lands in Wellington granted to the representative of the Wesleyan Methodist Society.

*Grant, 1 acre 6 roods 11 perches, Wellington.*

No. 1 refers to copy grant p. 91, N.M. Miscellaneous (area 1 acre 6 roods 11 perches). The piece of land distinguished in the plan on the grant as reserved for a Wesleyan Chapel is occupied by the Wesleyan Church in Manners Street, and the Wesleyan minister's residence adjoining. The church contains 800 sittings, and has recently been erected at a cost of about £2,500. The piece of land distinguished in the plan on the grant as reserved for a Wesleyan Cemetery adjoins the Catholic Cemetery, contains one acre, and was granted with a view of building a minister's residence, and is at present vacant. Endeavours have been made to let it, but unsuccessfully.

These two pieces of land are comprised in one grant, and vested in the following trustees:—David Lewis, William Clark, David Kinniburgh, James Entwistle Watkin, and Charles Edward Luxford.

*Grant, 1 rood, Wellington.*

No. 2.—The land comprised in the grant recorded p. 68, N.M. Miscellaneous (area 1 rood), was purchased by Sir George Grey, and was granted to form a road from Wellington Terrace to part of the Town Belt, known as the Wesleyan Reserve. It is part of town section 457, and is now used as a road to the grammar school.

The above pieces of land, by conveyance and appointments under "The Religious, Educational and Charitable Trust Act, 1856," are now vested in the following trustees:—David Lewis, William Clark, James Entwistle Watkin, David Kinniburgh, and Charles Edward Luxford.

*Grant, 73 acres 1 rood 22 perches, Wellington.*

No. 3.—The land comprised in the grant recorded p. 49, N.M. Miscellaneous (area 73 acres 1 rood 22 perches), was granted to the Rev. James Watkin, superintendent of the Wesleyan Mission, in 1852, being at that time under the supervision of the Wesleyan Missionary Society in England. Mr. Watkin expended a considerable sum of money in putting up a post and rail fence on all sides of the reserve. As far as my knowledge extends, it was found impracticable to put up any school at all. I am not aware that there are any records in the Colony of Mr. Watkin's administration. I am aware that in 1854, a district meeting was held in the southern portion of New Zealand. After a full consideration of the matter of building schools, it was decided by the ministers then assembled that the prospects of success for an institution of that kind were more hopeful, and the need more pressing, among the tribes on the West Coast to the north of Wanganui. It was thought that an institute might be built in the Ngatiruanui country, but that was also found impracticable. Ultimately a site was fixed at Kai Iwi, north of Wanganui, when it was thought that that was as much as the Society could effect at once, leaving the land in Wellington to be dealt with for the benefit of the institution to be erected hereafter.

It was in 1855 that it was found that there was a discrepancy in the grant, so that the Religious, Charitable, and Educational Act could not be dealt with legally, viz., that the grant vested the land in the Rev. James Watkin personally.

There was a desire to act in order to get a revenue for the object contemplated in the grant, but was found to be impracticable, from the terms of the grant as above stated. Subsequently to 1855, the Rev. James Watkin transferred the property to trustees, viz., David Lewis, William Clark, James Entwistle Watkin, David Kinniburgh, and Charles Edward Luxford, under "The Religious, Charitable, and Educational Trust Act, 1856,"—in accordance with professional advice from Sydney—by deed, which deed declared the following trusts, viz.: "To hold the said hereditaments and premises, with every of their appurtenances, unto the said David Lewis, James May, John Holdsworth, David Kinniburgh, Charles Edward Luxford, James Entwistle Watkin, William Clark, John Gooder, George Henry Luxford, and Stephen Simcock Jacka, their heirs and assigns, for ever. But nevertheless upon such and the same trusts, and to and for such and the same ends, intents, and purposes, and with, under, and subject to such and the same powers, and provisoes, declarations, and agreements, as expressed, contained, and declared or referred to, in and by a certain deed of conveyance, bearing date on or about the thirty-first day of October, 1856, and made or expressed to be made between Henry Matson, therein described, of the first part, the Rev. John Eggleston, therein described, of the second part, and Edward Bull, George Lovett, Robert Lovett, Captain James Stone, Henry Ellis, James Heron, Richard Matthews, Alfred Boon, Henry White, and Archibald Somerville, therein respectively described, of the third part, and enrolled in Her Majesty's Supreme Court of New Zealand at Auckland aforesaid, on the fourth day of November, 1856, being a deed made for the settlement of a piece or parcel of land, and chapel or place of religious worship, with the appurtenances, situated at Parnell, in the suburbs of Auckland, Parish of Waitemata, and County of Eden, in the territory of New Zealand, for the use of the people called Methodists, in the 'Australian connection,' and to, for, and upon no other use, trust, intent, or purpose whatsoever. In witness whereof the said parties," &c.

It was our impression that the Rev. Mr. Watkin had power to transfer the land under "The Religious, Charitable, and Educational Trusts Act, 1856."

Application was made by the trustees to the District Meeting to apply to Conference for permission to sell the land, an offer having been made by the General Government to purchase it. I produce a letter to that effect :—

Copy of a Letter from the Hon. WM. FITZHERBERT to the Rev. ISAAC HARDING.

DEAR SIR,—

Treasury, Wellington, 4th December, 1866.

In reply to your note of the 1st instant, requesting me to furnish you with a Memorandum, saying "that it was at my instance you were induced to seek of the Wesleyan Conference of 1865 permission to sell the reserve, and that I agreed, on behalf of the General Government, to purchase, at the price of £50 an acre, you agreeing to take payment of part of the purchase money in Government debentures: but, that after the terms of purchase were arranged, and there was a change of Ministry, that I proposed that the Provincial Government should take the property, and that that was agreed to, with the understanding that the land should be used for public purposes, and the terms of sale to be as arranged with me on behalf of the General Government," I beg to state that your recollection of the particulars of our negotiation is perfectly accurate, and I hereby confirm the accuracy of your recollection on this subject.

I may state that I was, at the time of the negotiation referred to, the Treasurer of the Colony, and that two changes of Ministry having occurred since, I find myself again in the same office.

I have, &c.,

WILLIAM FITZHERBERT.

The negotiation for the sale to the Provincial Government took place between the Rev. Mr. Harding, and I presume Mr. Brandon, on the part of the Provincial Government, but the agreement was never formally put in writing, nor was any conveyance made. The agreement, however expressed, was to sell the land for £3,500. The Rev. Mr. Harding received of that amount, as part of the principal, the sum of £1,150. He was to receive, by the agreement, 8 per cent. upon the balance, and the Provincial Government have already paid £588 as such interest. Interest has been paid up to the 29th February, 1868. A portion of the money so received has been appropriated for the erection of a new church and parsonage in Wellington. This was by way of loan, at 8 per cent. interest, which interest has been paid to the trustees. The sum of £200 has been lent to the Wanganui Wesleyan Church Trust at 8 per cent. Another loan of £100 has been made to the trustees of the Greytown Wesleyan Church (Wairarapa), at the same rate of interest. The interest has been paid to the account of the trustees, their object being to devote the proceeds of the money received to educational purposes, and, as a nucleus for a school, a purchase of land has been made by the Rev. Isaac Harding and myself at Manawatu, for £286, consisting of 258 acres 3 roods. I believe the grant of the land has been issued to five trustees, viz., David Lewis, William Clark, James Entwistle Watkin, David Kinniburgh, and Charles Edward Luxford, as trustees for the Wesleyan Conference, *i.e.*, for the purposes of the Wesleyan denomination.

The opinion of Mr. Thomas Russell, of Auckland, was expressed to the effect that we had such power to sell under the Act, in the following note :—

Copy of a Letter from Mr. THOMAS RUSSELL to the Rev. ISAAC HARDING.

DEAR SIR,—

Wellington, 20th October, 1865.

I think Mr. Moore has taken a hasty view of the question. Notwithstanding what Mr. Moore has expressed, I adhere to the opinion I have already given to you, that the trustees named in the deed signed by Mr. Watkin are trustees of the property ;—that the property is held by them upon the trusts expressed in the Crown Grant and the New Zealand Model Deed. In the Province of Auckland we have always acted upon this view, and it has never been questioned.

I have, &c.,

THOMAS RUSSELL.

Mr. William Clark and myself are treasurers of the fund arising from the grant for the Wesleyan College Reserve at Wellington.

I will furnish a copy of the New Zealand Wesleyan Model Deed.

I hope that the Commissioners will perceive that the object of the trustees has been throughout to appropriate the proceeds of this land to the object contemplated by the original grant, viz., the advancement of education, as, whatever the powers given or assumed, the money itself has not been diverted into any other channel, but is being put out to interest to increase it for the same purposes.

I know the land comprised in grant, page 15, 14.2.E. It is land purchased with trust money belonging to the Wesleyan Society, which money is a part of the proceeds of the sale of the chapel, pew rents, &c., which was devoted to the purchase of land, there not being room on the ground for the site of a school that we had desired to put up. It was altogether a private purchase.

The Rev. William Kirk stated that, as far as his knowledge goes, he concurs in all that Mr. Lewis has stated.

### Presbyterian Church.

[Evidence taken before Mr. Domett, at Wellington.]

MEMORANDUM for the information of the COMMISSION, by Mr. R. R. STRANG.

In 1841, when Governor Hobson first visited Wellington, the Rev. Mr. McFarlane, the first clergyman sent out by the Established Church of Scotland, waited upon His Excellency, accompanied by Mr. Strang and some of the first Colonists. His Excellency pointed out a convenient site for the

erection of a Scottish Church. The section had 100 feet frontage on the beach, and I obtained a grant in the name of the trustees, and Mr. Hart has that grant in his possession now. This is the section on which the Scottish Church is built.

As the building of the Court-house adjoining required a larger frontage, twenty feet of the section appropriated for the Scottish Church was exchanged for land to the amount of £200, with the Superintendent, Dr. Featherston. This land was taken in the Manawatu, and the present rental is applied to church purposes.

*Grant, 1 rood 18 perches.*

With regard to the grant No. 40, containing 1 rood 18 perches, I beg to state that it was purchased by a private subscription, and a grant issued in the names of the trustees mentioned in the Schedule, and who were the gentleman contributing the money.

Wellington, 24th February, 1870.

MEMORANDUM for the information of the COMMISSION, by Mr. D. RAINIE, Clerk to the Kirk Session of the Church of Scotland.

I BEG to inform the Commission of Inquiry into Religious and other Trusts, that the object of the grant (No. 25 on the Schedule, area 1 rood 12 perches) to the trustees of the Presbyterian Kirk of Scotland have been carried out, St. Andrew's Scottish Church having been built thereon.

Wellington, 24th February, 1870.

[Evidence taken before Mr. Hart, at Wanganui.]

TUESDAY, 13TH OCTOBER, 1869.

*Lots 149, 150, 155, 156, Town of Wanganui, 1 acre—Church Site.*

Mr. Taylor, being duly sworn, states: My name is Thomas Ballardee Taylor; residence, Wanganui. I am a merchant. I know the land comprised in Crown Grant referred to, as recorded No. 14.2. B., folio 177. In the year 1854 the land was fenced in. After that a church was built, and opened for public service on Sunday, 18th August, 1856. The building was also used as a Sunday school. It was destroyed by fire last year. The old building had been removed to a different part of the ground, and a new church was nearly completed on its site, when both were destroyed by fire. A new residence was also built upon the land, which is now standing. The dwelling house is occupied by the Rev. Mr. Elmslie. Preparations are in course of being made to erect a building on the same plan and on the same ground, and part of the materials are collected for the purpose. The managers for the congregation entertain hopes that this building will be complete and ready for occupation in the course of twelve months from this time. The building was calculated to hold 400 sitters without the galleries, but when the galleries should be completed, to hold 600. The sittings are charged for at £1 per year each. No portion of the land is let for any purpose. The contract prices of the buildings were together about £2,300, and considerable alterations were made in the course of erection, which would have brought the total cost to near £3,000. The intended building is estimated to cost £2,000. The buildings were of timber, and shingled. The bell cost about £90. Services were regularly performed in the old church until the arrival of the Rev. Mr. Elmslie, shortly after which the congregation so increased as to necessitate the removal of their meetings, pending the erection of the new church, to the Oddfellows' Hall, wherein Divine service has been celebrated for the last two years. The Sunday school, attended on an average by 100 children, has also been held in the Oddfellows' Hall during that period. I am one of the trustees of the property. A quarter of an acre of the ground is laid out as a garden for the manse.

Mr. Bamber, being duly sworn, states: My name is Thomas Bamber. I reside at Wanganui, and am a blacksmith. I am one of the trustees of the property above referred to. I corroborate the evidence of Mr. Taylor above set forth.

#### Primitive Methodist Church.

MEMORANDUM for the information of the COMMISSION, communicated by the Rev. ROBERT WARD. The grant (No. 35 on the Schedule, area 1 rood) was purchased with funds sent out from England by the Primitive Methodist Missionary Society, and the present chapel, school-room, and minister's residence have been built thereon.

Wellington, 24th February, 1870:

#### Independent Church.

*Grant, 6½ perches, Wellington.*

Mr. John Knowles, having been duly sworn, states: This land was not a free grant from the Crown. It was part of Wi Tako's Maori Reserve, and was purchased by the Congregational or Independent Church for £80.

On the piece of land comprised in the grant a place of worship has been erected from the time of grant, or almost so. The original building was pulled down, and a new (the present) one, is erected partly on the land in grant, and partly on land adjoining leased from Wi Tako.

### Miscellaneous Grants.

[Evidence taken before Mr. Hart, at Wanganui.]

MONDAY, 18TH OCTOBER.

#### *Hospital and Cemetery.*

Dr. *Featherston*, being duly sworn, states: My name is Isaac Earl Featherston. I am Superintendent of the Province of Wellington. I know the Colonial Hospital at Wanganui, and am cognisant of some of its affairs. The salary of the medical attendant is £150 a year, and is paid by the Provincial Government. The surgeon was to take charge of the hospital, and also to attend the Natives at Putiki. The money is paid through the Provincial Sub-Treasurer, Mr. Nixon. On one occasion I spoke to Mr. James Alexander about the rent of some of the Hospital Reserves, which I was informed he occupied, and told him to pay it to the trustees. He declined to do it.

About two years ago it was intimated to me on the part of the New Zealand Government that no further payments would be made on account of the hospital at Wanganui, or of the attendance upon Natives, except a small allowance proportioned to the number of Native patients received in the hospital. The payment of the surgeon thereupon devolved upon the Provincial authorities. I have heard to my surprise that the salary of the surgeon from the General Government has been continued to the present time.

Mr. *Buller*, being duly sworn, states: My name is Walter Lawry Buller. I live at Wanganui, and am Resident Magistrate there. When I took office as Resident Magistrate, Dr. Gibson was on the staff as Native Medical Attendant, at a salary of £150 a year. That salary has been paid up to the present time. The instructions were that he should attend Putiki once a week, and to receive all Natives who presented themselves at the hospital.

Some years ago, when acting as Native Resident Magistrate, I knew that Dr. Gibson was receiving from the General Government a salary of £150 a year from the Native Department. This was afterwards reduced to £100. I am not aware how it was raised to £150. I found it mentioned in the estimates for my department, and the money was sent to me to pay it.

Mr. *William Hutcheson*, Wanganui, a trustee of the General Cemetery, and acting as secretary, produces the minute and account book of the Cemetery.

*David Stark Durie* and *William Hogg Watt* state, as to the cemetery, that the accounts of the cemetery are published annually in the *Provincial Government Gazette*.

MONDAY, 11TH OCTOBER, 1869.

Mr. *Harper*, being duly sworn, states: My name is Thomas Harper. I reside in Wanganui. I am a Justice of the Peace and Sheriff, and one of the trustees of the Wanganui Hospital Reserves. I was appointed by the Superintendent. As one of Dr. Rees's executors, on examining his papers I found a paper which appeared to be either a copy or original grant of the reserves. This I delivered to Mr. Watt, then one of the trustees. I was not then a trustee. Before I left the colony on a visit to England, I stirred in the business in order to get the land let. In consequence of this some portions of the land were let. The papers and accounts are kept by Mr. Watt. The trustees had a meeting, at which they appointed Mr. Hodge agent and solicitor. Since my return Mr. Hodge has informed me that he had done nothing in the business, as he had been unable to obtain the necessary particulars to enable him to do so. The attention of the trustees has never been drawn before to the state of repair of the building. I have never seen the grant since I was appointed trustee, and was not aware of the contents of it until the copy was read to me by the Commissioner, and did not know what powers the trustees had. I inquired of Mr. Watt for the grant, but he said he did not recollect having it, and did not know where it was.

The trustees took upon themselves to forward to the New Zealand Government a report commenting upon the management of the hospital and medical attendance upon the Natives.

Mr. *Field*, having been duly sworn, states: My name is Henry Claylands Field. I reside in Wanganui, where I am clerk and surveyor to the Town Board. I know the Hospital Reserves within the town. The suburban blocks 33 and 34 are neither of them occupied. Town sections 135, 138, and 139 are not occupied. Town sections 474, 475, and 480 to 490 inclusive, are not let. The four acres included in sections 514 to 521 and 526 to 533 inclusive, are let to one George Marshall a carter. I believe that no rent has been paid for these for years. I have been told by the tenant that he has tendered to several of the trustees, but neither of them would receive it. He has paid the Town Board rates on this land for several years.

I do not know what the amount of the rent is. It was Curtis's first. His trustee transferred it to James Alexander, who transferred it to Jones, after whose death his widow married Marshall, who now holds it. Town sections 130 and 131 are occupied by David Atkinson, and he makes use of them, or at least did so to a late period. Sections 127, 128, and 129 were lately occupied by James Neilson, but I understood lately that he had transferred his interest to his wife's brother, James Lockhart. It was Mrs. Neilson who told me this.

Town section 133 is let to James McElwain; I do not know for what rent. Town sections 143 and 136 are let to Messrs. Abram; I do not know for what rent.

There would be no difficulty in letting these lands, or most of them. I know there are parties willing to take some of them. It would be better to let them even at low rents than to let them lie idle with rates accumulating upon them. There is more than £100 owing to the Town Board at the present time on these properties. I think if they were offered for leases of twenty-one years to public competition as to the amount of rent, that a good rental might be obtained for them.

Mr. Watt and his partner have a suburban section (No. 41), which is near the suburban section of the hospital. They let the suburban section to the military authorities at a rent; I do not know the amount. The military occupied that section with huts, and pitched their tents all over sections 33 and 34 about eight months without paying any rent. Rates were accumulating during this period.

The property was dealt with to its detriment by the turf being dug up to build cooking-places for the military. They stripped the turf off considerable portions of these sections for that purpose.

Mr. Watt further states: I have heard read the evidence of Mr. Field. I feel convinced that he has been misinformed by Marshall as to his having tendered rent to any of the trustees. He did not at any time offer to pay me any rent. I do not know of Neilson's occupation of sections 127, 128, and 129; nor do I know of sections 134 and 136 being let to Messrs. Abram.

With respect to the suburban section let by Messrs. Taylor and Watt for £1 a week, adjoining the sections of the Hospital Reserves, they may have been occupied by camp-followers. A man, Neilson, had a canteen there, but I do not think they were occupied by the military.

The whole surface of these sections was very irregular. The benefit we gained by the occupation was, that the land was left more level than it was before. It was for about six or eight months that this occupation lasted.

THURSDAY, 14TH OCTOBER, 1869.

Dr. Earle, being duly sworn, states: My name is Robert Charles Earle. I reside in Wanganui, and am an M.R.C.S.E., L.S.A., and L.M. I am Acting Provincial Surgeon, in the absence of Dr. Gibson, to the Wanganui Hospital. It is built on land reserved for the purpose in the Town of Wanganui. The building is of timber and shingled, and is plastered inside. It contains three wards, a surgery, kitchen, two upstairs rooms for the attendants, and a room formerly used as a bath room. The land on which it stands, I should think about half an acre, is fenced in. The building is in a dilapidated state, both externally and internally. If practicable, that is if the framework would support it, it requires to be reshingled and generally to be repaired externally, and replastered internally. There is no spouting and no water available on the premises. The well on the premises is useless for dietary purposes, from the water being impregnated with filtration from adjoining privies. There is but one privy on the premises for the use of men, women, and children, and hospital attendants, and this is so dilapidated as to be almost useless; in addition to which, from the diseases of some of the patients, the use of it is dangerous to others. The hospital is to accommodate eleven patients. The number of patients varies with the time of year. It is sometimes completely filled. It is a refuge occasionally to the houseless having some slight complaint to justify their being sent there in preference to the gaol. The expenses of the hospital are defrayed by the Provincial Government. The accounts are sent to Major Nixon, who forwards them to Wellington. The supplies are furnished upon contract. I cannot state the exact expense per annum. My annual fee for attending is £150. The hospital attendants were a man and his wife, at salaries of £40 a year each. About two months ago the man died, and there being in the hospital some men partially convalescent able to do a little work, I have employed them to do the work of the assistant.

I have looked at the descriptions of the lands granted as an endowment for the hospitals, and think that an income which would be important to the well-being of the hospital might be raised from them. Were they offered to tender at a favourable opportunity, for terms of twenty-one years, I think they would produce a substantial rental.

The Commissioner proceeded with Dr. Earle to take a view of the hospital premises. The land is in luxuriant grass. The building—a respectable building for the time when it was put up—appears to have arrived prematurely at a decaying stage, from want of occasional inspection and repair. The guttering round the roof, never well constructed, has in some parts got choked with grass, which holding the water has caused the guttering to decay, till it is now useless for the purpose for which it was put up. The shingles of the roof are black with damp and decay; and in one place the roof has somewhat sunk in. The damp appears to have penetrated the building, and to have affected the laths of the ceilings of the passage, and of one or more of the wards, causing the plastering in large patches to fall away. The drinking-water is fetched from a distance. The walls of the building are in parts rotted by the wet, from which the maintenance of a proper guttering would have preserved them. The perfect cleanliness of the interior, and the brightness of every article in use, are matters worthy of note, and very creditable to the female assistant. It was stated that the windows were not watertight, and that the roof was supposed to be not waterproof.

In the afternoon the Commissioner visited the cemetery. It is divided into two portions by the road. The portion on one side is appropriated to Roman Catholics, that on the other side is used in common by the other denominations. The fences were in good order, and the graves (including those not railed in) were neatly kept.

FRIDAY, 15TH OCTOBER, 1869.

An appointment having been made for the attendance of Mr. Hutcheson, Secretary to the Trustees of the Cemetery, the Hall was attended, and meeting him afterwards the Commissioner found that his evidence was not necessary, all the accounts of the cemetery being published in the Provincial Government *Gazette*. On the subject of the School Trust, he expressed his objection to the denominational character of the governing body. But on its being explained that this was in

accordance with the grant, he repeated what he had previously expressed, that he had no fault to find with the actual administration of the trust.

The Commissioner visited the school premises. The schoolroom is as described in the evidence of Mr. Godwin. Has an air of business about it, and the books in use appeared well calculated for their purpose. The building is old, but has gone through considerable internal repair. The dwelling-house appears, though not very ornamental, to be a comfortable, neat, and compact abode.

Mr. Godwin suggested that the application of a small annual sum out of the trust funds to the payment of a competent examiner once a year, to test the progress of the pupils, and the efficiency of the course of instruction pursued in the school, would be satisfactory to the public and to himself.

Mr. *M. V. Hodge*, being duly sworn, states: My name is Matthew Vere Hodge, and I reside in Wanganui, and am a solicitor. I was applied to about two years and a half ago by Mr. Harper, one of the trustees of the Hospital Reserves (the plans of which have been produced to me). He asked me to act for the trustees in preparing any leases and collecting the rents. I was appointed their solicitor and agent. I then went to Mr. Watt, who was the treasurer, and supposed to have all the papers and documents. He handed to me the papers I produce at this time, saying that they were all he had or knew of belonging to the trust. (Paper A.) Notice dated 16th February, 1864, signed Alexander Williamson, addressed to the Trustees of the Colonial Hospital, Wanganui, of an intention to direct a dividing fence between sections 137 and 140, and sections 136, 138, and 139. (Papers B and C.) Engrossment of lease and counterpart, signed only by Mr. Campbell, and purporting to be made between the Rev. Richard Taylor, Clerk, Moses Campbell, Esq., and William Hogg Watt, Merchant, of the one part, and Edwin Jones of the other part, purporting to demise certain sections, 526 to 533 inclusive, and sections 514 to 521 inclusive, for seven years from the day of the date, at an annual rent of £15 sterling. (Paper D.) Deed dated November, 1864, purporting to be made between the Rev. Richard Taylor, Clerk, Thomas Harper, Esq., William Hogg Watt, Esq., George Henry Gibson, Colonial Surgeon, and Henry Shafto Harrison, Esq., all of Wanganui, and trustees of a certain building called the Colonial Hospital, of the one part, and James McElwain, of the same place, shoemaker, of the other part. It is duly executed by Watt, Gibson, and McElwain, and purports to demise section 133, Wanganui, for fifteen years, to commence from the 10th day of November, 1864, at a yearly rent for the first ten years at £3 10s., and for the last five years at £5 5s. With these a small tracing, showing, I understood, the lands included in the grant, was handed to me. This was shortly afterwards obtained from me by Dr. Gibson, and has never been returned to me. I have been informed that sections 127 and 128 and 129 had been let to a person named Robert Atkinson, but upon what terms I could not discover. There had been a fence, then in a ruinous state. I made inquiries respecting the occupation and position of the lands belonging to this trust, and heard there were other leases, but have been unable to find the counterparts or any particulars. I then applied to Mr. Watt again to give me a list of the tenants, together with a statement of the amounts of the rents payable, and up to what time they had been paid. He said he could give me no further information about the matter, he had given me all the information he could; probably the Rev. Mr. Taylor (then in England) would know something more about the matter. I then told him I could not undertake to collect the rents without being supplied with the particulars. I had nothing to go by. It would take a person some time to make the inquiries and ascertain the facts. Mr. Watt had a little book he showed me, but he did not give it me. I wrote Mr. Watt and told him I could do nothing, and informed Mr. Harper of the same after his return. Besides the pieces I have mentioned, I have heard that Mr. D. Atkinson occupies sections 130 and 131; that Mr. James McElwain has a lease of another section; and that George Marshall has been in occupation of sections 520 to 533 inclusive, but I can give no particulars. I think if the sections comprised in the grant were offered to competition for terms of twenty-one to thirty years, they would produce a good rental.

16TH OCTOBER, 1869.

Mr. *Atkinson*, being duly sworn, states: My name is David Atkinson. I reside in Wanganui, and am a hotelkeeper. I am the person named as tenant in the counterpart lease (marked A) now produced to me. The signature thereto, "David Atkinson," is mine.

I paid one year's rent to Mr. Watt. Nobody has since called upon me for any. I would not swear that I have paid any. I have understood there was no legal power to collect it, and I did not tender it to any one.

I do not consider myself liable to pay rent for that time which has elapsed since. I have not used it. I had fenced it, and since the first year have not put a pig or a cow upon it. It is still fenced in. I believe a man named Lee puts his horses there. I paid taxes for it ever since, as I did not wish to go to Court for the amount.

Mr. *Watt*, being duly sworn, states: My name is William Hogg Watt. I am a merchant, and reside at Wanganui. I know the lands comprised in the grant, a copy whereof is produced and referred to as from Register I., folio 94. In the plans in the margin I do not see the piece of land on which the hospital stands. I believe it stands upon land originally reserved by the New Zealand Company for that object.

Several of the quarter-acres comprised in grant have been leased for fourteen years at rents varying from £2 to £4. I have received some rents, the amounts of which have been absorbed in the payment of Town Board rates. I acted as treasurer to the property for some time. The leases were handed over to Mr. Hodge, solicitor, as agent to collect the rents, and are, I think, now in his possession. I could not, without referring to the leases, ascertain the amount of annual rent. There has not at any time been a profit rent applicable to the support of the hospital. The present trustees are Thomas Harper, the Rev. Richard Taylor, and myself. Dr. Rees and Captain



Copies of the accounts, as audited, since August 1862, are attached. The accounts of the current year will be audited at the end of December. Prior to 1862 the accounts of the treasurers were not audited, viz., those of Mr. Boyle and Mr. St. Hill.

To the Secretary of the Commission.

WILLIAM FITZHERBERT.

The Hospital Reserves adjoining the College Reserve might have been let more advantageously during the last three years, but it was understood that it would be the desire of the General Government to become possessed of a portion of the property for a domain; and under these circumstances the Trustees considered themselves justified in avoiding creating further complications for such contemplated possession, by granting a fresh lease, which must have been given on much higher terms, and would have been less defeasible. The tenant also, if turned out, would have demanded large compensation, and so have diminished the funds accruing beneficially to the trust, the tendency generally being in favour of the tenant in such cases. This was really what operated on the minds of the trustees in this matter.

The hospital has been kept in good repair, and large sums have been spent for this object.

There was a *pro rata* arrangement between the General Government and the Provincial Government of Wellington, with respect to the maintenance of Maoris in the hospital.

The hospital was maintained out of the rents of these sections (which I believe were Native sections originally), and with funds given proportionately by the General and Provincial Governments.

We have nothing to do with disbursing the hospital funds, which is the business of the Provincial Government. We have not a word to say as to the appointment of the hospital surgeon, or its internal management. We have simply to receive rents, and pay them over to the Government, taking care to keep the hospital in repair, the management of the land and buildings being solely in our especial province.

*Grant, 10 acres 3 roods 17 perches.*

(N.M. Miscellaneous, p. 97, area 10 acres 3 roods 17 perches).—With respect to the College Reserve, so far as I am aware, *i.e.*, up to the time of my leaving for England, at which time I ceased to act in the trust, no dealings had been taken by the trustees in respect of that portion of the property known as Thorndon Barracks. I may state, as the sole original surviving trustee, that the reasons which operated on the minds of the trustees, in preventing their taking any action in the matter, were these, viz., urgent applications were at first made to the General Government to give possession of the property to the trustees; they were referred back to the military authorities, and failed to obtain any effective reply. I doubt if there is any correspondence on record respecting these applications. It was contemplated having recourse to legal process to get possession of the reserve; but strong local influences were brought to bear not to press this point, lest it should be taken hold of as a reason for not sending troops here.

The sections on Lambton Quay, I think, were let at 10s. a foot frontage. The existing leases of these sections, and of those in Vivian Street, are in the hands of the present trustees, to whom I handed them on relinquishing the trust, together with a sum of, I think, about £2,000, more or less, which had accumulated from rents, which I had invested whenever they amounted to £100 or £200.

The present trustees are Messrs. Brandon, Lyon, Pearce, and one or two others. My object was to have established a college with the funds. I believe a boys' school has been built with the funds, on part of the Wesleyan Reserve.

RECEIVED from W. A. Fitzherbert, Esq., the following deeds:—

- 1868, March 26, counterpart lease, Hospital Trustees to J. Burns.
- 1863, November, lease, Hospital Trustees to R. Stuart.
- 1864, November, counterpart lease, Hospital Trustees to R. Stuart.
- 1868, March 20, counterpart lease, Hospital Trustees to W. H. Davis.
- 1866, August 20, lease, Hospital Trustees to G. W. Hornblow.
- 1859, May 13, lease, Hospital Trustees to — Coffee.
- 1868, March 26, counterpart lease, Hospital Trustees to J. Creamer.
- 1868, March 26, counterpart lease, Hospital Trustees to A. Scales.
- 1867, February 25, counterpart lease, Hospital Trustees to J. Johnston.
- 1868, April 15, counterpart lease, Hospital Trustees to — Grace.

Wellington, 5th August, 1869.

A. DE B. BRANDON,

*Pro* JOHN BATHAM.

WM. ALFRED FITZHERBERT, Secretary and Treasurer, in account current with the TRUSTEES of the HOSPITAL ESTATE, from the 4th August, 1862, to 20th August, 1863.

1862.		£	s.	d.	1862.		£	s.	d.
	To Balance .. ..	294	10	10	Aug. 6.	By Boyle .. ..	10	1	8
Oct. 13.	Rent, Bull .. ..	6	0	0	Sept. 8.	Simmonds, bricklayer, repairs to			
Nov. 3.	" Creamer .. ..	3	0	0		Provincial Hospital .. ..	2	12	6
" 3.	" Sutherland .. ..	10	0	0	" 8.	Wallis, labour at hospital .. ..	3	12	0
1863.					" 8.	Mayer, for 50 loads gravel .. ..	6	5	0
Feb. 9.	" Clapham .. ..	9	15	0	" 10.	Lawes, carpenter, repairing hos-			
" 9.	" Bolton .. ..	6	0	0		pital porch .. ..	1	5	0
" 9.	" Maney .. ..	5	0	0	" 10.	Bolton, shingling old Court			
" 9.	" Clapham .. ..	9	15	0		House .. ..	15	9	5
" 9.	" Connelly .. ..	2	10	0	1863.				
" 9.	" Sutherland .. ..	10	0	0	Jan. 19.	Collector (W. A. Fitzherbert) ..	10	0	0
" 9.	" Brown .. ..	1	10	0	Mar. 19.	" .. ..	5	0	0
Mar. 9.	" General Government ..	45	0	0	" 23.	Insurance of hospital to the 25th			
June 21.	" Bull .. ..	5	0	0		March, 1864 .. ..	20	0	0
July 19.	" Connelly .. ..	2	10	0	" 23.	Minifie, repairs to hospital ..	55	0	0
" 24.	" Clapham .. ..	19	10	0	Aug. 2.	Collector (W. A. Fitzherbert) ..	4	0	0
" 24.	" Bolton .. ..	6	0	0		Balance .. ..	347	15	3
Aug. 3.	" General Government ..	45	0	0					
		£481	0	10			£481	0	10

JAMES KELHAM, Auditor.

WM. ALFRED FITZHERBERT, Secretary and Treasurer, in account current with the TRUSTEES of the HOSPITAL ESTATE, from 20th August, 1863, to 22nd November, 1864.

1863.		£	s.	d.	1863.		£	s.	d.
2 Aug.	To Balance .. ..	347	15	3	13 Nov.	By Jacka, Militia Office repairs ..	95	0	0
2 Nov.	" Rent, Creamer .. ..	3	0	0	1864.				
1864.					25 Jan.	" Collector (W. A. Fitzherbert) ..	5	9	0
5 Jan.	" " — Coffee .. ..	11	0	0	24 Mar.	" Insurance of hospital .. ..	20	0	0
24 "	" " Clapham, to 25th Dec., 1863	19	10	0	24 "	" Anderson, palings for hospital ..	2	0	0
24 "	" " Sutherland, to March, 1863	5	0	0	30 "	" Contribution to Provincial Government .. ..	250	0	0
24 Mar.	" " Creamer, to 25th Sept., 1864	3	0	0	4 April.	" Collector .. ..	2	10	0
24 "	" " Maney, to 25th Jan., 1864	8	0	0	11 June.	" E. Orr, Militia Office repairs ..	12	16	0
29 "	" " Stewart .. ..	3	0	0	4 Aug.	" Collector (W. A. Fitzherbert) ..	6	6	0
4 April.	" " Connelly, to 25th Dec., 1863	2	10	0	4 "	" Auditor, last year's accounts ..	1	1	0
5 "	" " Bolton, to 25th Mar., 1864	9	0	0	10 Oct.	" Collector (W. A. Fitzherbert) ..	7	0	0
28 "	" " C. Brown, to 25th Dec., 1863 .. ..	3	0	0	10 "	" Minifie, repairs to hospital ..	73	4	1
28 "	" " General Government, to 25th December, 1863 ..	45	0	0	10 "	" Hospital Trust deed .. ..	1	9	6
23 July.	" " Clapham, to 25th June, 1864	19	10	0		" Balance .. ..	58	9	8
9 Sept.	" " General Government .. ..	44	0	0					
10 Oct.	" " Stewart .. ..	3	0	0					
10 "	" " Creamer .. ..	3	0	0					
10 "	" " Bolton, to 25th September	6	0	0					
		<u>£535</u>	<u>5</u>	<u>3</u>			<u>£535</u>	<u>5</u>	<u>3</u>

I have examined this account and find it correct with the vouchers, the balance of £58 9s. 8d. being in the Union Bank of Australia to the credit of the Hospital Trust.

WM. HOLMES, Auditor.

WM. ALFRED FITZHERBERT, Secretary and Treasurer, in account current with the TRUSTEES of the HOSPITAL ESTATE, from 22 November, 1864, to 22nd November, 1865.

1865.		£	s.	d.	1865.		£	s.	d.
	To Balance of account from 22nd Nov., 1864, the date of last audit examination .. ..	58	9	8	17 Jan.	By Auditor .. ..	1	0	0
27 Jan.	" Half-year's rent old Supreme Court-house, up to 31st Dec., 1864 .. ..	45	0	0	3 Feb.	" Collector (W. A. Fitzherbert) ..	8	0	0
30 "	" Half-year's rent, Bolton, to 25th December, 1864 .. ..	6	0	0	3 "	" J. Brown, repairs to old Supreme Court-house .. ..	181	3	3
30 "	" One year's rent, Creamer, to 1st January, 1865 .. ..	2	0	0	25 Mar.	" Insurance of hospital .. ..	20	0	0
30 "	" E. J. Wakefield, balance of arrears	40	0	0	25 Oct.	" Secretary's salary .. ..	15	0	0
3 Feb.	" C. Bull, on account of rent ..	6	0	0	6 Nov.	" Bolton, building chimney for hospital .. ..	16	15	0
18 "	" Rent of old Supreme Court, to 25th March, 1865 .. ..	37	10	0	6 "	" E. Pearce, surveying hospital chimneys .. ..	1	1	0
25 Mar.	" Half-year's rent, Clapham, to 25th March, 1865 .. ..	19	10	8	20 "	" Secretary, balance of salary and commission up to 22nd November, 1865 .. ..	6	0	0
25 "	" Hatfield, balance of rent to 25th December, 1864 .. ..	0	10	0	20 "	" Credit balance at Union Bank ..	16	16	5
3 May.	" One year's rent, Connelly, to 31st December, 1864 .. ..	5	0	0	22 "	" Balance at Bank of New South Wales .. ..	106	13	0
3 "	" One year's rent, Coffee, to 31st December, 1864 .. ..	4	0	0					
3 "	" Half-year's rent, Stewart, to 25th March, 1865 .. ..	3	0	0					
3 "	" Quarter-year's rent, Bolton, to 25th March, 1865 .. ..	3	0	0					
3 "	" Quarter-year's rent, Cooper (late Wakefield) .. ..	4	4	0					
3 Oct.	" Clapham, to 25th June, 1865, one quarter .. ..	9	15	0					
9 "	" Half-year's rent, Stewart, to 25th September, 1865 .. ..	3	0	0					
9 "	" One year's rent, Creamer, to 25th September, 1865 .. ..	2	0	0					
17 "	" Half-year's rent old Supreme Court-house, at £200 per annum, up to 25th Sept., 1865 ..	100	0	0					
6 Nov.	" Half-year, Bolton, to 25th September, 1865 .. ..	7	10	0					
20 "	" Maney, on account of rent ..	6	0	0					
20 "	" One year, Freeman, up to 21st November, 1865 .. ..	10	0	0					
		<u>£372</u>	<u>8</u>	<u>8</u>			<u>£372</u>	<u>8</u>	<u>8</u>

I have examined this account and find it correct with the vouchers; the balance of £123 9s. 5d. being deposited as follows, viz.:—Union Bank of Australia, to credit of Messrs. Fox, Fitzherbert, and Ward, £16 16s. 5d.; Bank of New South Wales, to credit of Secretary, £106 13s.

WM. HOLMES, Auditor.

WM. ALFRED FITZHERBERT, Secretary and Treasurer, in account current with the TRUSTEES of the HOSPITAL ESTATE, from 22nd November, 1865, to 30th December, 1866.

1866.		£	s.	d.	1866.		£	s.	d.
	To Balance in Union Bank of Australia .. ..	16	16	5	2 Jan.	By Secretary on account of salary..	2	0	0
	" Balance in New South Wales Bank .. ..	106	13	0	11 "	" Bolton, building chimneys at Provincial Hospital ..	31	15	0
8 Jan.	" Bolton, rent to 25th Dec., 1865, one quarter year .. ..	5	0	0	26 Feb.	" Connelly, making and erecting water-spouts at old Supreme Court-house .. ..	3	0	0
8 "	" Clapham, rent to 25th Dec., 1865, half-year .. ..	19	10	0	25 March	" Insurance of Provincial Hospital ..	20	0	0
8 "	" Coffee, rent to 25th Dec., 1865, one year .. ..	4	0	0	16 April	" Secretary, on account of salary and commission .. ..	10	0	0
9 "	" Bull, on account of rent .. ..	10	0	0	6 July	" Auditor .. ..	1	0	0
3 Feb.	" Connolly, rent to 25th Dec., 1865, one year .. ..	5	0	0	6 "	" Mr. Vennell for valuing land ..	2	2	0
3 "	" Creamer, rent to 25th Dec., 1865, one year .. ..	3	0	0	6 "	" Mr. Skeet, surveying hospital land ..	0	10	6
3 "	" Hatfield, rent to 25th Dec., 1865, one year .. ..	3	0	0		" Insurance Company, survey of chimneys at hospital ..	1	1	0
5 March	" Rent of Native Chief's house to 31st Dec., 1865, viz., two and a half years, at £20 per annum ..	50	0	0	25 Aug.	" Secretary, on account of salary and commission .. ..	3	5	9
6 July	" Maney, on account of rent .. ..	5	0	0	28 "	" Secretary, on account of salary and commission .. ..	12	0	0
6 "	" Stewart, rent to 25th March, 1866 .. ..	3	0	0	12 Nov.	" Lockie, repairs to hospital ..	50	0	0
30 "	" Bolton, rent to 25th June, 1866, half-year .. ..	10	0	0	26 "	" Toxward, architect .. ..	6	10	0
30 "	" Clapham, rent to 25th June, 1866, half-year .. ..	19	10	0	28 "	" Lockie, repairs to hospital ..	48	10	0
20 Aug.	" Rent old Supreme Court-house to 30th June, 1866 .. ..	150	0	0	11 Dec.	" Secretary, balance of salary and commission up to 22nd Nov., 1866 .. ..	8	14	0
20 Nov.	" Stewart, rent to 25th Sept., 1866 .. ..	3	0	0	11 "	" Credit balance at Union Bank..	16	16	5
20 "	" Creamer, " one year .. ..	2	0	0	11 "	" Balance in New South Wales Bank .. ..	238	3	9
20 "	" Rent Native Chiefs' house up to 25th March, 1866 .. ..	10	0	0					
26 "	" Freeman, rent to 20th Nov., 1866, one year .. ..	10	0	0					
28 "	" Bull on account of rent .. ..	20	0	0					
		<u>£445</u>	<u>9</u>	<u>5</u>			<u>£445</u>	<u>9</u>	<u>5</u>

I have examined this account and find it correct with the vouchers, the balance of £255 Os. 2d. being deposited as follows, viz.:—Union Bank of Australia, to credit of Messrs. Fox, Fitzherbert, and Ward, £16 16s. 5d.; Bank of New South Wales, to credit of Secretary, £238 3s. 9d.  
31st December, 1866.

W. HOLMES, Auditor.

WM. ALFRED FITZHERBERT, Secretary and Treasurer, in account with the TRUSTEES of the HOSPITAL ESTATE, from 31st December, 1866, to 1st January, 1868.

1867.		£	s.	d.	1867.		£	s.	d.
1 Jan.	To Balance in New South Wales Bank .. ..	238	3	9	25 Mar.	By Insurance of Provincial Hospital ..	20	0	0
29 April	" Coffee, rent, to 25th Dec., 1866, one year .. ..	4	0	0	29 April	" McKenzie, contractor's repairs to hospital .. ..	200	0	0
29 "	" Bolton, rent to 25th Dec., 1866, half-year .. ..	10	0	0	29 "	" Bolton, repairs to Provincial Hospital .. ..	1	7	0
29 "	" Clapham, rent to 25th Dec., 1866, half-year .. ..	13	10	0	29 "	" Creamer, refund .. ..	1	0	0
3 June	" Old Supreme Court-house and General Government Printing Office, to 25th March, three-quarters of a year .. ..	150	0	0	10 June	" Lockie, contractor, balance of his account .. ..	32	10	0
10 "	" Rent, Hatfield, to 25th Dec., 1866, one year .. ..	3	0	0	10 "	" Auditor .. ..	1	1	0
10 "	" Stewart, rent to 25th March, 1867, half-year .. ..	3	0	0	10 "	" Collector, on account of salary..	5	0	0
10 "	" Creamer, rent to 1st January, 1867, half-year .. ..	3	0	0	10 "	" Secretary, commission .. ..	11	6	0
10 "	" Connolly, rent to 25th Dec., 1866, one year .. ..	5	0	0	5 July	" McKenzie, on account of contract ..	68	10	0
15 July	" Bull, rent to 25th June, 1867 (arrears) .. ..	74	0	0	19 "	" Toxward, amount of commission superintending McKenzie's contract .. ..	19	0	6
19 "	" Clapham, rent to 25th June, 1867, half-year .. ..	19	10	0	20 Aug.	" Collector, on account.. ..	5	0	0
28 Oct.	" Dr. Grace, rent to 25th August, 1867, half-year .. ..	16	5	0	17 Sept.	" McKenzie, balance of his account ..	89	10	0
20 Nov.	" Creamer, rent to 25th Sept., 1867, one year .. ..	2	0	0	30 "	" Secretary, commission .. ..	8	0	0
20 "	" Freeman, rent to 20th Nov., 1867, one year .. ..	10	0	0	25 Nov.	" Hart and Buckley .. ..	5	0	0
20 "	" Stewart, rent to 25th Sept., 1867, half-year .. ..	3	0	0	25 "	" Provincial Government donation ..	90	0	0
3 Dec.	" Balance drawn from Union Bank ..	16	16	1	25 "	" Independent Office, printing ..	1	1	0
		<u>£577</u>	<u>4</u>	<u>10</u>	9 Dec.	" Toxward, drawing plan .. ..	2	2	0
					1 July	" Balance in New South Wales Bank .. ..	16	12	4
		<u>£577</u>	<u>4</u>	<u>10</u>			<u>£577</u>	<u>4</u>	<u>10</u>

I have examined this account and find it correct with the vouchers.

March, 1868.

WM. HOLMES, Auditor.

WM. ALFRED FITZHERBERT, Secretary and Treasurer, in account with the TRUSTEES of the  
HOSPITAL ESTATE, from 1st January, 1868, to 1st January, 1869.

1868.		£	s.	d.	1868.		£	s.	d.
1 Jan.	Balance in New South Wales Bank	16	12	4	21 Mar.	By Insurance of Provincial Hospital	20	0	0
20 Feb.	To Rent, General Government up to 31st Dec., 1867, three-quarter year	150	0	0	2 April	" Secretary, on account of salary and commission	20	0	0
2 Mar.	" Bolton, rent to 25th Dec., 1867, half-year	10	0	0	12 May	" Cheque book, stamped	0	4	2
20 April	" Clapham, rent to 25th Dec., 1867, half-year	19	10	0	16 "	" Hall, painter, work done at Provincial Hospital	40	14	0
20 "	" Dr. Grace, rent to 25th Feb., 1868, half-year	16	5	0	16 June	" Secretary, on account of commission	10	0	0
12 May	" Creamer, rent to 1st Jan., 1868, one year	3	0	0	3 Sept.	" Auditor	1	0	0
12 "	" Connelly, rent to 25th Dec., 1867, one year	5	0	0	9 "	" Toxward, survey of Native Reserves	39	18	0
12 "	" Coffee, rent to 25th Dec., 1867, one year	4	0	0	1 Dec.	" Barry, contractor, repairs Provincial Hospital, and additions to the same	348	2	6
12 "	" Stewart, rent to 25th March, 1868, half-year	3	0	0	2 "	" Mills, cooking-range for Provincial Hospital	52	6	0
14 July	" Clapham, rent to 25th June, 1868, half-year	19	10	0	Jan.	" Balance in New South Wales Bank	7	10	0
14 "	" Bolton, rent to 25th June, 1868, half-year	10	0	0					
27 "	" General Government, rent to 1st July, 1868, half-year	100	0	0					
3 Aug.	" Burrett, rent to 3rd Aug., 1868, half-year	18	15	0					
7 Sept.	" Dr. Grace, rent to 25th Aug., 1868	20	8	4					
5 Oct.	" Burrett (late Bull), paid by Krull, arrears of rent to 25th Sept., 1868	37	10	0					
5 "	" Rent, Clapham, to 25th Sept., 1868, one-quarter year	9	15	0					
5 "	" Rent, Cooper, on account of arrears of rent	30	0	0					
26 "	" General Government, to 30th Sept., 1868, one-quarter year	50	0	0					
10 Nov.	" Rent, Stewart, to 25th Sept., 1868, half-year	3	0	0					
10 "	" Rent, Davies, to 1st Oct., 1868, three-quarter year	13	9	0					
		<u>£539</u>	<u>14</u>	<u>8</u>			<u>£539</u>	<u>14</u>	<u>8</u>

Audited and found correct.  
5th March, 1869.

WM. HOLMES.

WM. ALFRED FITZHERBERT, Secretary and Treasurer, in account with TRUSTEES of the  
HOSPITAL TRUST, from 1st January, 1869, to 25th May, 1869.

1869.		£	s.	d.	1869.		£	s.	d.
1 Jan.	To Balance in New South Wales Bank	7	10	0	9 Mar.	By Barry, balance of his account	114	14	0
18 "	" Clapham, rent, 25th Dec., 1868, quarter-year	9	15	0	24 "	" Insurance of Provincial Hospital	20	0	0
18 "	" Coffee, rent, 25th Dec., 1868, one year	4	0	0	8 April	" Auditor	1	1	0
18 "	" Hatfield, rent, 25th Dec., 1868, one year	3	0	0	4 May	" Collector, balance of commission and salary to May 4th, 1869	37	0	0
18 "	" Creamer, rent, 1st Jan., 1869, one year	7	0	0	5 "	" Toxward, architect	29	0	0
18 "	" Freeman, rent, 20th Nov., 1868, one year	10	0	0	5 "	" Balance in New South Wales Bank	11	4	0
25 "	" Maney, rent, on account	5	0	0					
25 "	" Bolton, rent, 25th Dec., 1868, half-year	10	0	0					
15 Feb.	" General Government, 1st Jan., 1869, quarter-year	50	0	0					
22 "	" Dr. Grace, rent, 7th Feb., 1869, half-year	21	0	0					
22 "	" Connelly, rent, 25th Dec., 1868, one year	5	0	0					
25 Mar.	" Burrett (paid by Krull to 25th March, 1869)	15	15	0					
27 April	" General Government, rent to 25th March, 1869	50	0	0					
25 May	" Burrett, on account of rent	15	0	0					
		<u>£213</u>	<u>0</u>	<u>0</u>			<u>£213</u>	<u>0</u>	<u>0</u>

TUESDAY, 30TH NOVEMBER, 1869.

Dr. *Johnston*, being duly sworn, states: My name is Alexander Johnston. I am the Provincial Surgeon in charge of the Wellington Hospital. The principle on which the hospital has been always conducted with respect to races, is to admit all Natives upon their application, both with respect to residence and subsistence in hospital, and to medical assistance. All others are admitted upon payment of the hospital fees, or, if paupers, by an order from the Provincial Government. The Provincial Government find all the current expenses out of Provincial funds; and the revenue arising from the Native Reserves is scarcely sufficient for, and has always been expended upon landlords' repairs.

If a Native and a European belonging to the same corps, and wounded in the same action, were sent together to the hospital, the expenses of the white man would be charged to the Defence Office at 3s. per diem; whereas the Maori, from right of race, would receive all the same care and assistance gratis.

On one occasion I amputated the leg of an English woman, and of a Maori boy. The woman was supplied with a wooden leg costing a few shillings, and the boy with an artificial leg costing £25, which I always thought disgraceful. This was about four years ago. The Maori boy died a few months ago, and only last week the woman came to beg the leg. It, had, however, been knocked to pieces almost by the boy, who was a drunken young scamp.

Since the Native Hostelry has been established, we have not had so many applications, the Natives preferring a residence there, and coming to the hospital for medicine. In these cases the names of the patients are not recorded. The patients come, obtain their physic, and go away again.

The hospital is now going to ruin for want of repairs, and I cannot get a shilling from the trustees; the answer to my application being, that in consequence of an approaching lawsuit, they dare not spend the funds until the result of the proceedings is known. There is no means of getting money elsewhere. The Provincial Government has none for the purpose.

No Maori that ever applied has been refused admittance. My instructions were distinct in assuming charge of the hospital, never to turn out a Maori. Even if we should turn out a European for the purpose, we always make room for a Maori.

I have had charge for about seven or eight years, and one Maori has been in the hospital all the time. Several have been in the hospital for years together.

There are only two Maori in-patients at present, and twenty Europeans.

Whenever the Maoris come in a body to town, a great proportion of them always visit the hospital to claim physic and advice. They are very fond of being cupped, which is their favourite remedy for most of their complaints.

The cause of the falling-off of the number of Maoris attending the hospital is the decrease of the Native race in the neighbourhood. When I came seven years ago there was a pa at Pipitea, just below the hospital, where a good number of Maoris resided; now there are not more than seven or eight, or occasionally a dozen.

There are at the present time twenty-two patients in the hospital, two of them are Natives, and one of them makes the hospital his home. He claims this indulgence by right of birth and race.

From the 1st January this year to the present date, seventy Europeans and sixteen Natives have been admitted into the hospital. I consider this to be a very fair proportion, considering the decrease of the Native population in the neighbourhood of Wellington.

[Evidence taken before Mr. Domett and Mr. Hart, at Wellington.]

THURSDAY, 14TH APRIL, 1870.

Dr. *Johnston* re-examined:

By Mr. *Hart*: Do you know out of what fund the £25 was paid for the Maori boy's artificial leg? I am not certain: I think it was the Provincial Government.

By Mr. *Domett*: Was it paid for by Sir George Grey?

No; I think certainly not. I shall send the information to-morrow. The cost of the leg did not come out of the funds derived from the College lands, but was paid either by the Provincial or General Government.

SATURDAY, 19TH APRIL, 1870.

Dr. *Johnston*: I have made enquiries of Mr. Barraud, who furnished the leg, and find that it was paid for by the General Government.

Copy of a Letter from J. WOODWARD, Esq., to R. HART, Esq.

DEAR SIR,—

Treasury, 19th April, 1870.

I beg to enclose an extract from the cash-book of the Sub-Treasurer, Wellington, from which you will see that the expenditure respecting which you inquired was not made out of hospital funds, but out of the appropriations for Native purposes, charges upon which were always made by the Governor at his pleasure; and I can say from my own remembrance that Sir George Grey took a personal interest in the case of the lad whose leg was amputated, and I understood at the time that he (the Governor) ordered a mechanical leg to be procured for the lad from England, through Mr. Barraud.

R. Hart, Esq.

I remain, dear Sir,

Yours faithfully,

J. WOODWARD.

[EXTRACT.]

NATIVE PURPOSES.

8th December, 1863.

Cork leg to Native

C. D. Barraud.

£25 0 0

True extract.—J. WOODWARD.

19th April, 1870.

MONDAY, 22ND NOVEMBER, 1869.  
*College and Grammar School.*

Mr. *William Holmes*, being duly sworn, states: My name is *William Holmes*. I am the Secretary to the Board of Trustees of the College and Grammar School Reserve. I have been secretary since June, 1867. I can only give evidence as to the expenditure since that time. The sum in cash received from the late Board was £433 19s. 2d., and in debentures £750,—£550 of the Provincial Government, and £200 of the General Government,—total, £1,183 19s. 2d. Since then we have received from rents and interest on debentures, £478 10s. 11d.; that is up to the 31st October, 1869.

The different sections producing rent are as follows:—

WELLINGTON COLLEGE AND GRAMMAR SCHOOL TRUST ESTATE.—Account Current of Board of Trustees, from 10th June, 1867, to 31st October, 1869.

DR.			CR.		
	£	s. d.		£	s. d.
To amount handed over by former Board ..	433	19 2	By cost of erecting Grammar School Buildings on Town Belt, fittings, &c., and of excavating road thereto ..	1,186	9 3
" Debentures ..	750	0 0	" Town Board, rent and rates on Sections Nos. 1, 2, and 3, Terrace District, Town Belt	18	5 0
" Interest on debentures, &c. ..	190	10 11	" Alterations and fittings to Thorndon Barracks, for temporary school ..	48	8 6
" Rents collected ..	348	0 0	" Masters' salaries ..	262	10 0
			" Insurance on school buildings ..	20	14 3
			" School prizes ..	8	13 10
			" Secretary's salary ..	21	0 0
			" Sundries, viz., stationery, stamps, printing, &c.... ..	3	17 5
			" Balance in Bank of New South Wales ..	92	11 10
	£1,662	10 1		£1,662	10 1

W. HOLMES, Auditor.

There has been expended on the grammar school on the Town Belt, and the road to it, £1,186 9s. 3d., as per account which I produce. The accounts have been audited up to the 31st December, 1868, by Mr. Bethune, the auditor appointed by the Board.

COLLEGE AND GRAMMAR SCHOOL TRUST ESTATE.—Schedule of Lands included in Crown Grant to Trustees as an Endowment.

Locality.	Contents.	Leased to.	Rental.	Period.
<i>Wellington.</i>	A. R. P.		£ s. d.	
Section 604, and parts of 592, 601, 602, 603, 605, 606, 607, and 608	5 1 32	Not leased ..	Nil.	
Lots 3 and 5, Reclaimed land, 182 feet, Lambton Quay	0 1 25	C. R. Carter ..	12 10 0	21 years from 25th December, 1857.
		W. W. Taylor ..	43 10 0	21 years from 29th September, 1859.
		E. Pearce ..	35 0 0	21 years from 24th June, 1854.
Sections 270, 271, 272, 273, and 279	5 0 0	W. B. Robinson	30 0 0	21 years from 25th September, 1858.
	10 3 17		£121 0 0	

27th November, 1869. WM. HOLMES, Secretary.

We have also expended on the school at Thorndon, occupied temporarily by Mr. Tuckey until the new school was built, £48 8s. 6d.

There are three masters, Messrs. T. A. Bowden, Tuckey, and Hamilton. Their salaries are about—1st master £300, 2nd ditto £300, 3rd ditto £300, which are paid out of the school fees collected by the masters, and subsidized by the Board.

The last report of the head-master, Mr. Bowden, shows the maximum attendance during the last quarter at 76. The trustees left it to the masters to settle the course of study, they having submitted two courses to the trustees.

I do not know for what reason the Board determined upon founding a grammar school and not a college.

The school is built on a piece of land (Sections Nos. 1, 2, and 3 of the Town Belt) consisting of eighteen acres, let by the Town Board to the trustees, who had bought a lease of the same given by trustees appointed by the Superintendent to Alfred Hewitt, who had failed to pay his rent. I know nothing further about the title. The trustees are James Coutts Crawford, Esq., chairman, Joe Dransfield, Esq., Edward Pearce, Esq., A. de B. Brandon, Esq., and William Lyon, Esq. With reference to the principles on which the grant declares the school shall be conducted, I can only say—

1. There is a classical master, Mr. Tuckey, who teaches Greek and Latin. Mathematics and English are taught by Messrs. Bowden and Hamilton.
2. I do not think the school is kept open for evening instruction.
3. Persons of all classes, who pay the fees, are, as far as I know, admitted to the school. I am not aware of any difference being made as to the religious denomination to which scholars may belong.
4. There are no free scholars, unless the sons of the masters are to be so considered.

The rents received amount to £121 per annum.

WEDNESDAY, 24TH NOVEMBER, 1869.

Mr. Bowden, being duly sworn, states: My name is Thomas Adolphus Bowden. I am head-master (*pro tem.*) of the Wellington College and Grammar School. In order to bring it under the terms of the grant, the trustees style the institution a college and grammar school.

1. The first condition of the grant is complied with, *i.e.*, Greek and Latin are taught to all pupils competent to receive such instruction, unless a desire is expressed by the parents to the contrary.

2. The school is not kept open in the evening, the funds not being sufficient.

3. We admit boys without reference to their religious denominations, or the nationalities to which they belong. We do not know what the religious denomination of the boys is; we never ask the question, and I do not know what they are. I know that we have some of the Hebrew persuasion, because of the numerous holidays they keep, in the observance of which they are very strict. There is no prayer at the opening of the school, nor any religious instruction given, the school being wholly secular.

4. The children of the masters are the only free scholars. As the fees go to the masters themselves, the question of the funds of the school is not affected by this arrangement. I presume if the trustees had funds for the purpose, the course in carrying out this condition of the grant would be, to apply the funds to the payment of the fees for free scholars.

No visitor has been appointed by the trustees, as far as I know.

There are at present between seventy and eighty scholars. The school would accommodate between eighty and ninety as a maximum. The boys belong to all classes of the community, from mechanics to the Superintendent of the Province.

The trustees have subsidised the masters to the extent of £50 certain each, and a guarantee to the amount of another £50 only, to bring each salary to £300 per annum, if the fees are not sufficient to pay it.

The masters are equal in rank, the head-master being *primus inter pares*.

There are two boys at present reading Horace and Xenophon; these are the highest boys in the sixth form.

With respect to the reserve, I may state that I hear that the Town Board, having granted a lease of the land the school stands on to one Hewitt, who failed to pay his rent, the trustees bought Hewitt's lease, paying up the back rents.

SATURDAY, 4TH DECEMBER, 1869.

*Grant, 8 acres 2 roods 28 perches, Cemetery, Wellington.*

Mr. Woodward, being duly sworn, states: My name is Jonas Woodward.

No. 1 (4A., p. 27, area 8 acres 2 roods 28 perches).—The whole of this land, given for a cemetery, is now fenced in, and part or the whole of it used as a cemetery since 1854.

The sexton lives on the ground, in a house built by the trustees. A sum of £150 was borrowed by them under the Provincial Council Cemetery Act. Interest is paid on this sum, at 10 per cent., from out of fees for graves.

*Grant, 23 perches, Athenæum, Wellington.*

No. 2 (N.M. Miscellaneous, p. 60, area 23 perches).—This land has been applied strictly to the objects of the trust ever since 1842.

A circulating library and a reading-room have been constantly maintained there, and courses of lectures were occasionally given for a number of years. The Bishop of Wellington, Mr. Justice Johnston, Messrs. Mantell, W. Lyon, Woodward, Hart, Roberts, the Rev. A. Stock, the Rev. J. Kirton, Dr. Ralph, &c., &c., were amongst the number of lecturers.

The funds have been exclusively applied to maintaining the library and reading-room, and keeping the building in repair.

The institution has been well maintained and self-supporting from the first, with occasional voluntary assistance from the public and the trustees.

*Grant, 7 acres 1 rood 17 perches, Cemetery, Wellington.*

No. 3 (N.M. Miscellaneous, p. 11, area 7 acres 1 rood 17 perches).—No use has been made of this portion of the ground.

Mr. George Moore, being present, confirmed the above statement of Mr. Woodward.

*Grant, 2 roods 37 perches, Jewish Cemetery, Wellington.*

Mr. Levin, having been duly sworn, states: My name is Nathaniel Levin.

No. 1 (N.M. Miscellaneous, p. 50, area 2 roods 37 perches).—It is a reserve for a cemetery, of which a small piece has been fenced in and used for a burial-ground. The rest is unimproved and unused, as not at present required for the objects of the trust.

Copy of a Letter from J. E. NATHAN, Esq., to F. WAKEFIELD, Esq.

SIR,—

Wellington, 28th April, 1870.

I have the honour to inform you that the objects of the trusts with respect to a grant of land, No. 49, area 21 perches, have not been carried out, owing to the unsuitableness of the site.

The Committee of the Wellington Hebrew Congregation having purchased a piece of land with private funds subscribed for that purpose, and erected thereon a Synagogue, I am requested to make

application to the Commission for power to the trustees to sell the piece of land granted, devoting the proceeds to religious purposes.

F. Wakefield, Esq., Secretary to the Commission  
of Inquiry into Religious Trusts, &c.

I have, &c.,

J. E. NATHAN,  
President of the Wellington Hebrew Congregation.

Copy of a Letter from the Rev. OCTAVIUS HADFIELD, to F. WAKEFIELD, Esq.

DEAR SIR,—

Bishop's House, Wellington, 5th May, 1870.

I was unable to reply to your letter of the 23rd ultimo till to-day, not having the necessary documents with me at Otaki. The sum of £800 was lent to the Rev. H. W. St. Hill, by the trustees, on the security of the property belonging to him at Kai-warra-warra. The house is insured.

I remain, dear Sir,

F. Wakefield, Esq.,  
Government Buildings.

Yours faithfully,  
OCTAVIUS HADFIELD.

## PROVINCE OF NELSON.

FIRST meeting of the Commission at Government Buildings, at 11 a.m.

### Church of England.

[Evidence taken before Mr. Domett, Chairman.]

THURSDAY, 9TH DECEMBER, 1869.

The Rev. *T. L. Tudor*, having been duly sworn, stated: My name is Thomas Lloyd Tudor. I am a clergyman of the Church of England. I was the resident clergyman of the Motueka District from, I think, 1848 to 1859 or 1860. I am acquainted with the history of the Native Reserves granted there to the Bishop of New Zealand. The lands granted were Native Reserves and Government land.

#### *Grant, Motueka.*

No. 1 (N.M. 5, p. 78, area 660 acres).—This consisted of Native Reserves as did the other lands, except one block of Government land consisting of about, I think, 250 acres.

A school had been established in Motueka by the Commissioners of Native Reserves, which was placed under my management before the grants were issued.

Some time after the school had been established, Sir George Grey came over to Motueka. I told him what we were doing there. He said that he would make some grants of land to support the school. About a week or two afterwards the official notice arrived of the grants having been made. As far as I know, Sir George Grey went himself to the Land Office, and decided upon the selection of the reserves. Some of the reserves were under lease to Europeans, and the others were in possession and occupation of the Natives themselves. Among the latter was the single block of 660 acres recorded as above. I cannot say what was the exact amount of rent received at the time. I believe Mr. Ronaldson has the account, or, if not, Mr. Sutcliffe.

The amount was, I think, between £150 and £160. The 660-acre block of land was fenced in, or partly, and put in crop, under my superintendence. Accounts of proceeds and expenditure were regularly kept.

I was applied to to superintend the school merely. The management of the land was placed in the hands of trustees, viz., Major Richmond, Dr. Greenwood, and Archdeacon Paul. When the grant was made, the Bishop of New Zealand was on the point of leaving for England, and he appointed these gentlemen his attorneys. They left the leases as they came into their hands until the Bishop of Nelson (Dr. Hobhouse) arrived. Then Mr. Barnicoat made a valuation of the land, and fresh leases on longer terms were granted, the old leases having nearly run out. The new terms were for twenty-one years, and a higher rent being agreed upon. I think it was all let, except about twenty or twenty-five acres. I think the rental now amounts to about £350 a year, and I believe it was the same when I left. The copy of the form of lease can be obtained at Motueka. Most of it is very good land; all perfectly level; some a little stony, and some near the beach (but not much) swampy—probably about fifty or sixty acres.

The rents were regularly paid; there were, of course, a few temporary defaulters, but I am not aware of any permanent ones. The 660 acres was never under lease, but farmed by Mr. Sutcliffe for the benefit of the trust.

The school of which I spoke was in abeyance for about three or four years—from about 1857 to 1860. At Motueka the exact dates can be obtained.

All the children at the school were Maoris. The latter part of the time the children boarded at the school—both boys and girls. I should say that the total number of both was from twenty-five to thirty; but these details can be furnished in Motueka by Mr. Sutcliffe. The three requirements of the grant—(1) Religious education, (2) Industrial training, and (3) Instruction in the English language—were regularly carried out. The school was open for Church of England Natives only, and the children were brought up in the doctrines of the Church of England. I consider the grant was denominational, and the school accordingly was so too. The industrial training consisted,

for the girls, of household work, sewing, cooking, and keeping the house clean. The boys were taught farming. This instruction was successful. Before the school was opened none of the Natives were in the habit of ploughing. When I left, the use of the plough was general. One of the girls educated there was Julia Martin, of Wakapuaka, who behaved so well in saving persons from the wreck of the "Delaware," in 1864. Her house was, and is, as far as I know, kept like a European's. She was under the training of a Mrs. Homan, who had charge of the girl's school at Motueka. The English language was regularly taught in the school by Mr. Sutcliffe. Some of the boys could speak English tolerably, and some of the girls. They were taught to write in English.

During the time that I had the superintendence of the school, a grant of money was made by the Government annually in aid thereof, varying from £200 to £250. Sometimes a special grant was made.

Hearing from authentic sources that all money grants for Native schools were about to be given up, I felt certain that the school could not be carried on, as the Natives had never been in the habit of paying anything for their instruction or board, although they occasionally sent some potatoes. I accordingly gave it up, sending the children home. I never heard of any complaints from the parents at the school being given up. The school had always been carried on in a building rented from Captain Blundell. A new and large school - building was erected out of part of the rents and part of the Government money-grant. It was commenced after I left. There were consequently, in my opinion, not sufficient funds for carrying on the school. The building was completed, and the school, nevertheless, opened again. The trustees, having received, I think, one grant of £300, had then to depend upon the rents received.

At the time Bishop Hobhouse came out, the trustees, or attorneys, resigned their trust to him. The Bishop appointed a new master, a Mr. Harris. I then went home. Mr. Harris continued for I think about two years, and then resigned. Then there was no school for I should say two or three years, until Bishop Suter arrived. He appointed the Rev. Mr. Ronaldson to take charge of it. I know nothing about the school since, except that I hear it is held every day.

Archdeacon Paul was of opinion, at the time I gave it up, that the best thing would be to establish an English school, *i.e.*, a school for both races, conducted like an English school, in order that the Natives might reap the benefit of European example. I felt sure that this would not succeed, first, from the lack of funds above alluded to; and, secondly, from the difficulty of getting the two races to work together. It struck me when up at Auckland, that the Bishop's school for both races (St. John's College) had not succeeded. Latterly it was given up also. This was an institution for both races, mixed, and was carried on as an entirely English school.

I think the great difficulty in educating the Natives is the fickleness of the race, and the want of perception on the part of the parents of the benefits of education. The children like it, perhaps, for a few months, and then get a kind of *aroha*, or home-sickness. If the children could be taken away from their parents something might be done, but the Natives are particularly jealous of their freedom of action in this as in other matters. You may go on working for years, and after all find you have a rope of sand. There is no coherence or continuity in the effect produced.

I have heard of some complaints on the part of the Natives who had, or had assumed, the ownership of some of the lands granted to the Bishop—a man now at the Wairau (I forget his name), related to E Hi. This man says he was a joint owner in some of this land that is called Wakerewa. He has constantly appealed to me for compensation. I have always referred him to the Governor. I also referred him to Mr. Mackay, to whom I think he has written. I never went into his case, but advised him if he had a grievance to lay it before the Governor.

There is also a woman named Ramari (Damaris), since called Mrs. Selwyn, or "Herewini," having married a Native of that name. She is living at Motueka now, in good health. She was a lunatic some years, and about land. I feel sure it was about the Riwaka land. I believe it was land included in these grants—lots 73 and 74 at Riwaka, where she used to live. When I left for England, she was in the lunatic asylum at Nelson. When I returned, after an absence of two years, I found her there still, but, in my opinion, quite recovered. The Natives were, however, averse to her being set at large. I then recommended that she should be sent over to her friends at Motupipi, and to which they agreed. She went over there, got married, and has returned to Motueka.

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MONDAY, 13TH DECEMBER, 1869.

*Grant, Motueka.*

Dr. Greenwood, having been duly sworn, states: My name is John Danforth Greenwood. I am acquainted with the lands in question. One particular estate, called Wakarewa, consisting of six 50-acre sections, or 300 acres, of which I should think about thirty or forty acres were under cultivation by the Natives, who, by their mode of cultivation, had nearly exhausted it. This was immediately under the wood. Ko-Hi, Metene, Nga-Piko, and others, had land there. They all agreed to give up this land to the Bishop, as I understood. I do not know how much was granted by Sir George Grey, but I believe the rents amounted to £130 or £150 a year for a long time. The rents gradually increased as the fern-land was got under cultivation.

A school there was under the Rev. Mr. Tudor's care, and he also received certain sums out of a grant made by the Legislative Council for the various religious denominations. Bishop Selwyn then made a new arrangement, asking Archdeacon Paul, Major Richmond, and myself to undertake the general superintendence of the trust. It was determined to take a block of land and endeavour to get the Natives to work it in concert, under an agricultural instructor, a Mr. Blackborough.

The school having been hitherto carried on in very small and inconvenient buildings, it was determined to erect a building on the ground much nearer to the Native cultivations. This was

done. The school had been carried on in a building close to Mr. Tudor's residence, rented with it from Captain Blundell, and appropriated for that purpose by Mr. Tudor. When Mr. Tudor left, these buildings were no longer available. The new building absorbed about two years' rents. The agricultural instruction went on under Mr. Blackborough—money being expended upon agricultural implements, until, as I understood, the Natives became dissatisfied at a portion of the proceeds of the cultivation being appropriated to the benefit of the trust, considering themselves entitled to the whole produce. All grants of aid having ceased from the Northern Board for some time, the rents were not more than sufficient to pay the agricultural superintendent, and the school remained in abeyance until Bishop Hobhouse came out. He then appointed first a Mr. Harris from his knowledge of Maori, and afterwards Mr. John Greenwood, who continued in charge until Bishop Suter's arrival, when he resigned. After a short time the Rev. Mr. Ronaldson was appointed, who has charge of it still. During the whole of Bishop Hobhouse's time there was no attempt to carry on a boarding-school. There might have been three or four pupils boarding while Mr. Tudor had charge, but there never was any convenience for boarding many scholars until the new building was put up; but even this was never completed according to the original design, from the discontinuance of the grants-in-aid. The part completed only supplied a residence for the master, and a temporary schoolroom in a lean-to at the back.

I think as much has been done as could have been done with the means at our disposal, as it is only very lately, if even now, that the funds were sufficient to pay a master. In order to carry out the trust it appeared to the trustees that the first thing was to have the requisite buildings for boarding the children. The money of the trust was for some years partly expended in improving the property by fencing, &c. The whole 300 acres was fenced in with post-and-rail. Whilst we were building all grants-in-aid were stopped, and we could do no more, the rents not being sufficient to carry out the design of the building.

The Natives at Motueka have considerably decreased since the Europeans settled there, as everywhere else. They have taken to drinking very much of late years, but what effect it has had upon the school I do not know, as I ceased to be a trustee some time before Bishop Hobhouse's arrival, and I have left the district for the last five or six years.

I think, generally, respecting the education of the Natives, much less depends upon general organization than upon the personal qualifications of the individual engaged in it, such as zeal and devotion to the object and adaptation to the work.

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[Evidence taken before Mr. Domett, Chairman, at Motueka.]

TUESDAY, 28TH DECEMBER, 1869.

The Rev. *Wm. Ronaldson*, being duly sworn, states: My name is William Ronaldson. I am master of the Wakarewa School. I was appointed to the school at the end of April or beginning of May, 1868, by the present Bishop of Nelson. I have been engaged amongst the Natives for twenty-five years, with the exception of an interval from 1850 to 1855, during which I was residing in England for ordination. I was at Wanganui, master of a Native school there, and afterwards at Papawai, in the Wairarapa. There was no school carried on when I came—the house was empty. Mr. John Greenwood had been living there, but I do not exactly know what he was doing there. I believe he was acting as bailiff.

I began to keep school from May, 1868—in the morning, from 9 to 12 o'clock, at the Native Chapel, at what is called the pa; and in the evening, from 6 to 8 o'clock, at the Motueka village, in the Church Sunday-school. I will send you a written account of attendance from the roll I keep regularly. There is no boarding-school at all. The funds won't admit of it, and of course there is no industrial training. The Natives do not like it. They believe that is the grand stumbling-block in the way of the success of the school. They do not like to be obliged to work. They say the Europeans do not do it at their own schools. This caused the destruction of the school at Papawai. They say there, and at Wanganui, that it is "mahi Parao," (Pharaoh's work, or compulsory labour, the Bishop standing in the place of Pharaoh). I believe, however, the grant requires industrial training. Sir George Grey's idea of industrial training included agricultural work and trades, such as carpenters', blacksmiths', and shoemakers' work, which they would take to readily and like very much indeed.

The funds have never permitted any attempt to entice Europeans into the Maori school. They would have to be carried on in separate rooms, and therefore require two schoolmasters. One difficulty in the way of this school succeeding is, that the portion of the tribe to which Wakarewa belonged declare they were never paid for the land. They have frequently written and talked about this, and gave as a reason for not sending their children for education, that if they got any benefit in this way from the land, it would be a kind of acknowledgment that they had sold it, which they deny. My stipend is £300 a year, of which the sum of £285 10s. 7d. was paid for 1868-9 (30th June), the balance being made up of contributions from the European settlers at Takaka, for whom I render English services three times on one Sunday in each quarter. I give our English service on one Sunday in each quarter at Wakapuaka. The settlers there contribute nothing for this, as they have a clergyman of their own. I attend to the Natives there, and give them two services on a Sunday. I give the Saturday to the Natives there also. I am away a week each journey to Takaka, including the time of going and returning.

Some of the Native children who come to the school live as much as three miles away. They complain of it, however, and they have ceased to come, saying it is too far. I am going to open a school for them in part of Mr. Staples's former brewery.

I think the children must be got all together in a boarding-school before any good can be done. I believe in what Mr. Borlase once said in the Wellington Provincial Council, that it would be best, if possible, to take them altogether away from their homes.

The portion of the building erected (only a very small portion of the original plan) was never finished; the weatherboards on the north side are not completely nailed on.

There is one man who is really anxious the school should go on, Hakopa, an old man who insists on his children attending the school.

The roof of the building is in a very bad state. The gutter or parapet in front prevents the escape of the water. It was built from a design of a Mr. Clarke, of Marlborough. The room formerly used as a schoolroom is a mere lean-to, without lining, though with a fireplace. Upper inside rooms, plastered, let in water through the roof, upright gutter in front stopping it.

INSTRUCTION IN READING, WRITING, ARITHMETIC, and ENGLISH, and to read MAORI; with  
RELIGIOUS INSTRUCTION—1868.

MORNING.				EVENING.			
		No. of Scholars on the Roll.	Average Daily Attendance.			No. of Scholars on the Roll.	Average Daily Attendance.
July ...	...	24	10	May ...	...	20	8
August ...	...	27	8	June ...	...	17	7
September ...	...	20	5	July ...	...	27	13
October ...	...	21	6	August ...	...	28	10
November ...	...	14	6	September ...	...	29	11
December ...	...	19	5	October ...	...	22	9
				November ...	...	22	15
				December ...	...	22	12

SCHOOL ATTENDANCE—1869.

MORNING.				EVENING.			
		No. of Scholars on the Roll.	Average Daily Attendance.			No. of Scholars on the Roll.	Average Daily Attendance.
January ...	...	11	4	January ...	...	16	8
February ...	...	13	4	February ...	...	14	5
March ...	...	12	6	March ...	...	14	6
April ...	...	17	7	April ...	...	17	8
May ...	...	15	4	May ...	...	12	4
June ...	...	14	4	June ...	...	14	5
July ...	...	10	4	July ...	...	22	10
August ...	...	8	3	August ...	...	14	6
September ...	...	10	3	September ...	...	18	8
October ...	...	6	3	October ...	...	8	4
November ...	...	6	3	November ...	...	13	4
December ...	...	6	4	December ...	...	7	4

Motueka, 29th December, 1869.

WM. RONALDSON.

Mr. F. Daw Greenwood, being duly sworn, states: My name is Frederick Daw Greenwood. I am Collector and Bailiff to the Bishop of Nelson of the Wakarewa Trust Estate. I have held this appointment since January, 1868. I will send a list showing the number of holdings, the names of tenants, the amount of rents respectively payable, and the dates at which the leases will determine, as far as I know them. I think that generally the leases are for fourteen years, on certain terms. When Bishop Hobhouse met the tenants he wished to raise the rents, as I understood. I am told the tenants refused, and that he made some agreement with them for a renewal after seven years. In 1873, I think most of them are to pay an increased rent. Mr. Sinclair has, I suppose, copies of the leases from the trust, and the tenants the originals. At present prices, in many cases, the rent is much below the marketable value of the land. With respect to Saxon's land, I was asked to report upon what rent should be paid. I surveyed all the land of fair quality, for which I estimated the rent should be 15s. per acre, which, from its position and quality, I thought a fair thing. There were a great many fences to be made, the Bishop finding wire, and the tenants agreeing to grub up old gorse fences and find posts. Bishop Hobhouse, I believe, had caused a barn and lean-to to be put up with reference to industrial training, on which Mr. Saxon was to pay 10 per cent. interest, and 2½ per cent. sinking fund. The Bishop had also advanced £200 to Mr. Saxon towards building a house on it; he was to pay the same interest and sinking fund. Mr. Saxon had also spent £200 of his own on the house.

I produce the ledger kept by my brother Mr. John Greenwood since 1865. [This book appears regularly and properly kept—noted from time to time, "Examined and found correct," with initials and signatures of Bishops Hobhouse and Suter.—A. D.] I consider Mr. Saxon's land is let on equitable terms, and that the money lent on perishable buildings at 12½ per cent. is favourable to him. I valued the land at what I considered Mr. Saxon could afford to give and make a living upon. Only about 55 or 60 acres, out of all his holding (about 400 or 450 acres), is good. The rest is barren hills, which I valued at 6d. an acre.

WEDNESDAY, 29TH DECEMBER, 1869.

Hakopa, being duly sworn, states: My name is Hakopa (Jacob). I have four children. Two go to the school. After this I won't send my children to the school, because the land will be taken from the children. It is only now that I do not wish to send them, so that they may get money for Wakarewa.

Mr. Charles Alley, being duly sworn, states: My belief is, that if I had a son old enough to go to the College here, he would be refused. I believe it from my acquaintance with Bishop Hobhouse. He told me the College was for the Maoris alone.

I consider there is much dissatisfaction existing that there is no school for Europeans supported out of this estate. The teacher at the Provincial Government school has only £110 a year, and the clergyman, Mr. Poole, gets £150, while Mr. Ronaldson has £285. I think there are several young men here, and also parents of children, who would be glad to pay weekly for education given by such a clergyman as Mr. Ronaldson. I think it is a great shame that that College is closed against white people. According to the Act the land was given for each.

*William Andrews*, being duly sworn, states: I have been nearly twenty years in this district, as assistant Wesleyan preacher. I always understood the College was to be for both races, but it has not been so. As an individual, I am quite willing to bear a part towards the expense, if there is not enough coming in from the land. I think the feeling is general. We should wish for a school that should give a superior education. I am aware there is no fit building for the purpose. I know there has been an ill-feeling amongst us ever since that building was put up, because of the expense, which I have heard was £700, and the bad way in which it was built. I told Mr. Tudor at the time that the two chimneys would all have to come down again. He said he hoped not. The architect did not employ proper people.

I think the Maoris are dissatisfied with the school owing to there not having been proper attention paid to them. Sometimes there has been somebody to look after the school and sometimes not.

I know that there has been always a dissatisfaction among them as to the land the Bishop received. They say the land is theirs. It was taken from them without their consent, and they do not know what is done with the money.

*James Macdonald*, being duly sworn, states: I have been lately a storekeeper. I have been in this district twenty years. I always understood that the College was to be open for the Europeans as well as for the Maoris. I know that there are several families about here who would be very glad to avail themselves of a good school, but never understood that they could do so. I think it possible that if a certain scale of payment had been adopted, European children might be educated at the school.

*Charles Alley* recalled: The chimneys of the building were erected by private contract, so far as I know; I was in Nelson at the time. I was instructed to go to Dr. Greenwood to give in a tender for the chimneys of the school at Motueka. I went to Dr. Greenwood. He told me to go to Mr. Russell. Mr. Russell acted, I believe, in the capacity of a builder. I saw him at Richmond. I told him that I would build the chimneys for £12. He said he could not give it, as he had only £14 for it. He offered £10. I said I could not do it for that. I was over here two months after. Mr. Tudor applied to me to inspect those chimneys. I went and looked at them, and I told Mr. Tudor they would never act. I could see, and almost put my hand through, one of them. He told me there was a Bishop coming out, and there was no money at hand. The flues were too small, and they were not pargetted. The actual contract accepted was for £14, which was sufficient to have made a good job of it. I would have done it for £12. The plaster was only two-coat work, instead of three. I consider it a very inferior job. I told Mr. Tudor so. The laths are in several places perpendicular, which will never hold the mortar properly. The zinc at the angle of the junction of the dormer with the roof was put over the plaster instead of under, so that the water always soaked in behind it.

*Takerei Paerota* declared he would not send his children. I took my son Herewini from the school a long time ago, because they whipped him.

*Nopera* said: Me speak English—me never go to school—here my master (touching his own head)—me put it in here all the same potatoes into the ground. My way speaking English—half English, half Maori—like a pot of “bingo” (half ale, half porter). The man at the school\*—the master—he make a beat of Paerota's boy. That no good. That no the Maori way. That old fellow (Paerota) take him away. That the way the Maori no go to the school. They make one hour read; one hour school a week; all the rest time grow potato, grow wheat, grow cabbage. What the good of that? Maori no like that.

*Ramari Tekauri*: My name is now Herewini (Selwyn). My land was called Matakinokino, (now sections 1 to 9, also 10 and 11 Riwaka, the side of Motueka). It was mine before I was ill. It was land of my forefathers. I lived there till I went to Nelson. I lived on the Motueka River sections 72, 73, 74. Riwaka was my father's land too.

I was requested to give up my land for a school, and I also had land at the Wakarewa which I also gave up; but I kept the Motueka River land. I stuck to that land. I did not stay there because I was ill. No one told me to go off it. I have no land now. The Government has taken that at Motueka. I gave up the rest. The only thing I received for that land was my maintenance during my illness. Nobody ever told me this was the payment for my land. I had £2 a month from Taylor, the policeman at Tekapa, by Mr. Brunner's authority. I don't know how much I received. I don't know how to count. I received it for about ten weeks while I lived at Motupipi. This was paid up to the time of my marriage. My father, E Kia, got ten blankets for his share of the land at Motueka. Captain Wakefield gave him them. My father died whilst I was at Nelson. Whilst I was at Nelson they let the cottage that my husband (Charley) had built, and the land to Mr. Jackson and others, who said they had taken it on a lease from Brunner.

*Edmund Parkinson*: I am a carpenter. I have lived here fourteen or fifteen years. I and my partner, Edward Bibbey, put up the school-buildings. It was soon after our arrival. We tendered for the carpenters' work, but not the timber. We made it according to Mr. Clarke's plan, who was architect. Dr. Greenwood and Mr. Tudor had to do with it. The timber was splendid, and there was plenty of it. At that time wages were tip-top, and timber was very dear. We had just left Melbourne and put up a barn for Dr. Greenwood, also a job for Mr. Allen, and satisfied them. We did a portion of the lath-work; some of the outside with gutters, some inside, to the best of my recollection. I do not recollect the amount of the contract. My mate has been gone away some time. I cannot recollect whether tenders were advertised for. We got paid about days'

\*Mr. Harris was alluded to.

wages; we worked from light to dark in summer time, and did not get anything out of the way by it. I do not think you could put up a better building now for the same money, though you might put more work upon it. I and my mate, while waiting for the plasterers, re-sunk the well. This was extra work. It was a dangerous job in that gravelly soil taking bricks out from the well. I do not know anything about the lead or zinc being put outside the plaster of the the gutters. The weather-boarding at the end was only intended for temporary work, to be built on to again afterwards.

Mr. F. D. Greenwood re-examined: The Bishop's object in offering the terms to Saxon was to get the property improved and made more productive. The Bishop had the lease prepared, which I now produce, but which was never signed, Saxon having been willing at first to agree to those terms; but I believe, on finding the land inferior to what he expected, he afterwards refused. The terms the Bishop offered are in the lease: they are a peppercorn-rent for the first seven years; £52 10s. for each of the next three years; and £105 per annum for each of the last four years, with strict conditions as to fencing and proper farming.

The old lease ran out about that time; and last year he got a new lease granted, at a rent of £91 15s. per annum, including the stony sections, hill sections, and piece of good land, all formerly held at a rental of £70 14s. Tarrant and Guy had the land before Saxon. They paid £35 rent per annum, besides interest on cost of a barn—altogether £47 a year.

Saxon objected to taking the stony part of the land. Mr. Sinclair and myself went up to the land. I went over it, and gave him my opinion of the proper amount of rent to be charged, which was accordingly demanded and agreed to. The lease has been duly executed. The interest on the barn and buildings (which is included in the rent) is calculated at 12 per cent., which Mr. Saxon considers high and complains of, because he says he laid out £200 on the house himself. This, however, would not entitle him to exemption from payment of the interest agreed upon when Bishop Hobhouse advanced the money (£200) out of the Trust Fund.

Out of the whole estate of 1,050 acres, 350 acres are comparatively worthless, being composed of stones and gravel.

LIST of HOLDINGS, &c., under the Bishop of Nelson's WAKAREWA TRUST.

Name.	Term of Lease.	Acreage.	Present Rent.	Last Seven Years.	Probable Value to Let, 1881.
		A. R. P.	£ s. d.	£ s. d.	£ s. d.
1. Atkins .. ..	1859 to 1880*	100 0 0	50 0 0	50 0 0	100 0 0
2. Auty (No. 1) ..	(21 years from 1st July, 1865)	3 2 4	7 1 0	7 1 0	7 1 0
3. Auty (No. 2) ..	1859 to 1880	22 0 0	4 6 6	4 19 0	11 0 0
4. Boyes .. ..	"	7 0 16	4 4 8	4 12 6	10 5 0
5. Bradley .. ..	"	10 0 0	5 0 0	{No increase, I believe.}	10 0 0
6. Burrell .. ..	1869 to 1880	0 2 0	1 0 0	1 0 0	2 0 0
7. Chamberlain ..	1859 to 1880*	16 0 0	11 0 0	11 0 0	20 0 0
8. Chant .. ..	"	3 0 0	2 1 6	2 5 0	6 0 0
9. Cook .. ..	"	8 1 24	2 17 9	3 3 0	8 7 6
10. Croucher .. ..	"	10 0 0	3 15 0	3 15 0	3 15 0
11. Egginton, S. ..	"	10 0 0	5 0 0	5 0 0	10 0 0
12. Egginton, W. ..	"	30 3 0	22 0 0	22 0 0	30 15 0
13. Fearon .. ..	"	100 0 0	17 3 9	18 15 0	37 0 0
14. François .. ..	"	3 2 10	2 8 2	2 12 7	7 0 0
15. Franklin .. ..	"	7 0 0	1 19 3	2 7 0	7 0 0
16. Green .. ..	1864 to 1880	9 0 0	5 12 3	6 15 0	13 10 0
17. Giblin .. ..	1859 to 1880	8 0 0	2 10 0	3 0 0	10 0 0
18. Heath .. ..	"	16 3 0	7 11 3	8 5 0	12 0 0
19. Hooper and Co. ..	"	2 0 0	1 7 6	1 10 0	12 0 0
20. Holyoak .. ..	"	22 0 0	8 5 0	8 5 0	16 10 0
21. Jones .. ..	"	7 2 0	3 16 10	4 3 2	11 5 0
22. Lock .. ..	"	4 0 0	2 15 0	3 0 0	10 0 0
23. Lunn .. ..	"	5 0 0	2 11 4	2 16 0	6 5 0
24. Loddar .. ..	"	50 0 0	17 3 9	18 15 0	30 0 0
25. Limmer .. ..	"	22 2 0	9 16 0	11 16 3	15 0 0
26. Marshall .. ..	"	3 0 0	2 1 6	2 5 0	12 0 0
27. Nason .. ..	"	9 2 0	3 0 6	3 5 0	20 0 0
28. Noden (No. 1) ..	"	3 0 0	2 1 6	2 5 0	25 0 0
29. Noden (No. 2) ..	"	14 1 0	3 11 3	4 5 6	11 0 0
30. Lovell .. ..	"	7 0 0	3 11 0	3 17 0	8 15 0
31. Rumber .. ..	"	5 0 0	2 10 6	2 16 3	20 0 0
32. Rumbold .. ..	"	4 0 0	2 8 2	2 12 2	16 0 0
33. Robinson .. ..	"	5 0 0	3 8 9	3 15 0	12 10 0
34. Satherley .. ..	"	9 3 0	8 0 0	8 0 0	10 0 0
35. Saxon Brothers ..	1868 to 1882	432 2 0	91 15 0	91 15 0	100 0 0
36. Staples, John ..	1859 to 1880	2 0 0	1 7 6	1 10 0	30 0 0
37. Staples, Henry ..	"	5 0 0	2 7 0	2 16 3	10 0 0
38. Taylor .. ..	"	10 0 0	5 0 0	5 0 0	10 0 0
39. Thorne .. ..	"	3 0 0	2 1 6	2 5 0	7 10 0
40. Wilkie .. ..	"	9 2 0	4 6 8	4 14 6	30 0 0
41. Wilson .. ..	"	8 0 0	5 10 0	6 0 0	20 0 0
42. Worthington ..	"	4 2 0	2 6 8	2 11 8	12 0 0
		1013 2 14	346 14 0	361 8 10	761 8 6

All holdings marked \* date twenty one years from 1857.

T. Atkins from 1st January, 1857.

T. Croucher from 25th September, 1857.

J. Satherley from 25th March, 1857.

J. Bradley from 25th March, 1857.

S. Egginton from 25th March, 1857.

W. Taylor from 25th March, 1857.

W. Chamberlain from 25th March, 1857.

W. Egginton from 25th March, 1857.

R. Holyoak from 25th September, 1857.

I HAVE carefully compiled the above from the Ledger and Rent Book, and it is correct to the best of my belief.

F. D. GREENWOOD, Bailiff.

[Evidence taken before Mr. Domett, at Nelson.]

FRIDAY, 31ST DECEMBER, 1869.

The *Bishop of Nelson*, being duly sworn, states: I wish to put in the following letter. The gross receipts for the actual year are as stated in that letter. I have since set down the exact rentals, with the increase for the years ensuing up to 1881, which should be appended to that letter.

With respect to the alleged desire on the part of settlers at Motueka that the school should be made a European one, I would remark that I have never had any direct application from any one, in Motueka or elsewhere, to that effect, unless Mr. Jennings' letter in the *Nelson Examiner* of the 2nd June, 1869, can be considered such. I think it is a good expression of the views of some of the settlers who agree with Mr. Jennings, and might be included among the documents relating to the subject recorded by the Commission, although I do not agree with some of the allegations made in it.

Mr. DAVID JENNINGS' Letter, from the *Nelson Examiner*, 2nd June, 1869.

*Motueka Public School.*

To the Editor of the *Nelson Examiner*.

SIR,—In your paper of the 19th instant you have called the attention of the public to extracts from Papers laid before the Provincial Council in reference to this trust, created so long ago as 1853, for a public school at Motueka.

The information thus given appears to be of the most authentic character, viz., the terms of the Crown Grants under which the trust property is held, by which it appears that the trust is simply "for the education of children of our subjects of all races, and of children of other poor and destitute persons being inhabitants of the Pacific Islands."

It might appear extraordinary that sixteen years have elapsed and no such school exists as that for which the trust was created.

There are many reasons which may be used to excuse this state of things. In 1853 the property had not become productive. What it is now producing, those who are in receipt of the rents can best tell. In the early stage of the trust the late Bishop of New Zealand availed himself of the assistance of three Nelson gentlemen of the highest respectability, under whose auspices advances were understood to be obtained from Government, with which a building was erected on the trust property intended for education purposes. About the time the building was completed, Archdeacon Paul came up from Canterbury with the avowed intention of opening a grammar-school under this trust, for which his antecedents eminently fitted him, but no sufficient sum was available from the rents, and the attempt was given up. Soon afterwards the Rev. Mr. Tudor removed the school for Maori children, which he had been previously conducting at Motueka village, and carried it on in the trust premises until he became Bishop Hobhouse's chaplain. The Maori school was then put under the care of Mr. Harris, than whom a more efficient Maori teacher could not have been obtained; but the normal condition of schools for Maori children was exemplified under Mr. Harris (as it had been under Mr. Tudor), viz., the whole body of the Maori children periodically took themselves off *en masse* to their friends, and Mr. Harris gave up the attempt after a fair trial, though he had previously conducted a Maori school in the North Island; he had probably other reasons for abandoning the attempt, but he was well convinced of its futility, and Bishop Hobhouse must have been equally satisfied (or rather dissatisfied) at the result, as he did not reopen a Maori school.

About this time the Rev. Mr. Pritt (who is now assisting the noble work of Bishop Patteson) came to Motueka, and for a short time very zealously took up the idea of carrying on a grammar-school on the trust property; whether from deficiency of rental or for what other reason it was never made known (so far as I have heard), the attempt was abandoned.

In conformity with the well-known liberality of the Oxford collegiate authorities to their tenants, Bishop Hobhouse built (or contributed largely to the building of) a very good house for one of the tenants on the estate; if this was not strictly the proper application of the rents pursuant to the trusts, it at any rate tended to increase the letting value of the property.

As his Lordship had found out the futility of attempting to carry on a school for Maori children, he assigned the school buildings as a residence for his secretary, whom he employed to collect the rents, manage the estate, and to visit different Maori pas in different parts of the Province, and to read to the Maoris on successive Sundays in different parts of the Province. Since that tenure of the trust buildings terminated, the present Bishop has obtained the services of a clergyman of very considerable attainments, competent learning, and very popular manners and talents as a preacher, being moreover acquainted with the Maori language, who is engaged in carrying out the late Bishop's programme of visiting and preaching at different pas in the Province, and, when not absent from Motueka on these visits, carrying on a school for a few adult Maoris. There can be no doubt that this is a good work, and is as efficiently carried out as anything must be which is done by a man who is both able and earnest in what he has to do; but this work is carried out at the most outrageous waste of power compared with its results which it is well possible to conceive; for the school, such as it is, is carried on both in the morning and in the evening in the Motueka Church schoolroom, which has become useless (except for a Sunday school) for any educational purpose since the Government school has been built in the village. That schoolroom is between four and five miles from the trust property, and that distance the gentleman in question has to travel four times a day unless he happens to remain a whole afternoon in the village.

It is not to be wondered that the Bishop of Nelson, in coming to a diocese to which he was a stranger, should take the practice of his predecessor as the guide of his conduct in the first instance;

but it is hardly to be supposed that, when his Lordship becomes fully aware of the precise terms of the trust which has devolved upon him, he will pursue any other course than that which is consistent with the conscientious discharge of duty which has distinguished his character both before and since his arrival among us.

It is, of course, well known that Motueka and the Waimeas are the two main agricultural districts of the Province, and, according to the statistical returns lately published in your paper, the agricultural produce of Motueka (with the exception of hay) decidedly exceeds that of the Waimeas, and its population is proportionate; while the proximity of the latter to the City of Nelson and all its educational advantages afforded an obvious reason why the Queen's representative should have made provision for the establishment of a public school at Motueka.

If any doubt could have been entertained of the Governor's power to make the disposition he has done, it may be observed that the act has stood the test of sixteen years' undisturbed possession and of some little discussion, and at any rate it stands on the same footing as some valuable lands now held for the support of Nelson College. It remains only for the ingenuity of some ingenious counsel to show (if that be possible) why a trust created for the establishment of a public school on the terms of the grant should any longer be applied to purposes alien to the objects designated.

Yours, &c.,

Motueka, 24th May, 1869.

DAVID JENNINGS.

I have received from some of the Natives at Motueka a complaint as to the acquisition of part of the land, which I produce; also my answer. (These are appended to the Bishop's letter.)

In all matters affecting the leases I am advised by the Solicitor, Mr. Sinclair.

With reference to the Rev. Mr. Ronaldson's stipend, I don't know if it is necessary to make any remark, except that Mr. Ronaldson was in receipt of a larger salary than that which he receives here. It was only by offering £300 a year that I could obtain the services of a duly qualified teacher.

The Bishop produced a book, kept by himself, showing the sections leased, the rents received, and terms of leases, &c.

The Bishop read Bishop Hobhouse's statement respecting the trust, published in a Report of the Proceedings of the First Synod of the Diocese of Nelson, August, 1859, and handed in the following letter:—

#### PARTICULARS OF ESTATE AND TRUST.

GENTLEMEN,—

Bishopdale, Nelson, 20th December, 1869.

I beg to lay before you the following facts respecting the Wakarewa Estate, which passed into my hands from Bishop Hobhouse, whom I succeeded, in the year 1866, as Bishop of Nelson.

On my arrival in the Colony in 1867, I found Mr. John Greenwood engaged as manager of the estate, and teacher to the Maoris, but on his resigning the office I succeeded in obtaining, not without some difficulty, the services of a gentleman sufficiently qualified as a Maori scholar to carry on the necessary instruction. It was some months before I could supply the post, although the want was made generally known in this and the North Island. Several applied who were qualified either in Maori or English, but not in both.

The income from the estate is not at present sufficient to do more than provide a good master, who gives all his time to such Maoris as he can collect together on every day in the week.

The income of the trust is not at present sufficient to carry out the industrial training, even if the Natives were willing to accept it. The capitation grant of £10 per annum would not be sufficient to pay for their expenses, and it is not likely that the Natives would pay the necessary balance themselves.

I have requested Mr. Ronaldson to hold school for the Natives both in the morning and evening, and his reports as to attendances will be laid before you. During the winter months the attendance was good and encouraging; in spring and summer the planting takes the Natives away, and it is difficult to keep the school together. Mr. Ronaldson visits the Natives in Takaka and Motupipi, and I was present last week at a meeting held at Motupipi, when twenty-five Natives were present, and agreed to contribute money or labour towards the erection of a schoolroom, the ground for which one was willing to give without charge. This school would be a kind of a branch school to that at Wakarewa, and the master might be subsidized from these funds, regarding the trust as applicable to the whole of the Natives in the Nelson Bay.

The gross income of the trust last year was £354 3s. 5d. The property is divided up into forty-three holdings, spread over a considerable area; and the transfer of leases, looking after fulfilment of covenants, and the collection of the half-yearly rents and occasional arrears, require a considerable outlay of time, and have been efficiently attended to by a collector and bailiff resident close to the estate, Mr. F. Greenwood.

The stipend paid from the estate to the Rev. W. Ronaldson for last year was £285 10s. 7d.; and as on the occasion of his visits to the Natives he is invited to read English services, I have arranged that the contributions so given should reduce the stipend due from the trust to Mr. Ronaldson as teacher.

The College building is unfortunately situated as regards the Natives, unless it is used as a boarding school, and involves great labour in going to and fro—so much so that the teacher is at present absent from home often the whole day in winter time. By this plan, however, the trust is saved from paying rent for a teacher's residence.

The cost of collecting and looking after the property is at the rate of 10 per cent.; the insurance, repairs to house, supply of fences, &c., according to leases and special agreements, amount to about £25 per annum, leaving an annual balance of income over expenditure of about £10 at present. The rents are very slowly increasing; but by careful management I hope to carry out both branches

of the scheme, and to render it an institution for promoting education both for Maoris and Europeans. The only difficulty of carrying it out at present is the insufficiency of funds. At present efficient teaching is secured for the Maoris; unless the funds be supplied from the Native Department there is no probability of the school becoming a boarding establishment, though I should be glad if the Commissioners were to see their way to recommending that a higher capitation grant should be made, and that it should be unaccompanied by conditions which prevent our availing ourselves of it.

My present plan in carrying out the trust is to continue the existing arrangement which I have made with Mr. Ronaldson to the end of his term agreed upon, of three years from June, 1868; and if, at the expiration of that period, the rental is sufficiently increased, to extend the benefits of the trust to those who are not Maoris, but come under the definition of the trust as "children of the Queen's subjects of all races, and of children of other poor and destitute persons, being inhabitants of islands in the Pacific Ocean," and to endeavour still to carry out the defined purposes of the trust for giving "religious education, industrial training, and instruction in the English language to the youth educated therein or maintained thereat."

In carrying out these objects I should be guided by the means at my disposal, and provide that, while religious instruction should be given, it should be under a conscience clause, of which I heartily approve, provided it is not so worded or enforced as to prevent the imparting religious instruction as part of the school lessons, giving at the same time liberty and opportunity to parents who wished to withdraw their children at such times.

With a conscience clause so administered I do not anticipate any so-called "religious difficulty." Provided that the Maoris, so long as they were in the neighbourhood, had the first benefit of the trust, I should be glad to see the institution extend its operations, and it might form the nucleus of a large industrial school, not for its own vicinity, but for the country altogether—an area which is mentioned in the original trust deed, viz., islands in the Pacific Ocean.

I venture to suggest that some clause enabling a revision of such trusts, to be made at distant intervals, might be inserted in making any such appropriations in future, as it would act as a stimulus to existing applications, and prevent accumulated abuses or funds lying wholly idle.

I have, &c.,

ANDREW BURN NELSON.

To the Commissioners for inquiring into  
School Trusts, &c.

#### NATIVE SCHOOL, WAKAREWA.

##### EVENING SCHOOL.

1868.	May	...	Number on book	...	20	...	Average attendance	...	8 $\frac{9}{10}$
"	June	...	"	...	17	...	"	...	7 $\frac{1}{4}$
"	July	...	"	...	27	...	"	...	13 $\frac{6}{7}$
"	August	...	"	...	28	...	"	...	10 $\frac{1}{13}$

##### DAY SCHOOL.

1868.	July	...	Number on book	...	24	...	Average attendance	...	10 $\frac{1}{4}$
"	August	...	"	...	27	...	"	...	8 $\frac{2}{5}$

The attendance for 1869, for the worst months in the year, when there is much money in the hands of the Natives:—

				Morning.				Evening.
1869.	January	...	...	7	...	...	...	4
"	February	...	...	5	...	...	...	3
"	March	...	...	6	...	...	...	6
"	April	...	...	8	...	...	...	6
"	May	...	...	4	...	...	...	4

The Natives are often away at different parts of the Bay for weeks together, during which time the teacher must of course still be at his post, unless he be a migratory teacher following them up wherever they go.

#### RENTAL OF THE WAKAREWA ESTATE.

				£	s.	d.
Income from rents,	1859 to 1863	...	...	...	212	14 8
"	1863 to 1873	...	...	...	329	0 6
"	1873 to 1880	...	...	...	353	14 4

at which time, and in 1881, the leases will expire.

I had thought two or three years ago of keeping Saxon's land open for the purpose of industrial training, but it would have been unproductive, and I certainly thought it would be more beneficial to the trust to lease it, and it was leased accordingly.

I think it would be highly beneficial if some person were appointed or constituted to make annual reports of the administration of trust estates, which might be published for general information.

*Nelson*: Church Hill, 1 acre.—The objects of the trusts are carried out.

*Waimea South*: No. 5, 10 acres 37 perches.—A church, in accordance with the trust, is on this section, and service is performed. A Sunday school is also carried on there. There is a Provincial Government school close by, which gives daily instruction.

*Waimea South*: Endowment for a school, No. 6, 9 acres 2 roods 15 perches.—This land has hitherto been in possession of Mr. Squire, on an improving lease, with no money payment. It is leased now to Mr. John Berry. This grant is in my name. I have asked Messrs. Barnicoat and Baigent to act for me. Mr. Berry is to pay rent, which will be devoted to the maintenance of the Church of England Sunday School above alluded to. The clergyman, Mr. Tripp, lived on the land, on condition of paying £18 a year.

Letter from E. BAIGENT, Esq., to the SECRETARY of the COMMISSION, respecting the two last-mentioned grants.

SIR,—

Wakefield, Waimea South, 7th March, 1870.

I have the honour to report, for your consideration, upon the Religious and Educational Trust Property situate at Wakefield, Waimea South.

As you request to know if the objects of the trust have been carried out with reference to two sections of land given for the above purpose, I would first beg leave to state that the two sections or blocks of land mentioned in your letter were one and the same gift to the district by the New Zealand Company's agent for the above object; but on the Government of New Zealand taking the responsibility of the Company, and through the Crown Lands Commissioner having sold part of the block given to the people of this district by mistake to another person named Price, the inhabitants applied to Sir George Grey, explaining to His Excellency their grievance of being deprived of a portion of the block given for the above purpose. His Excellency therefore allowed another block to be selected of equal size in lieu of the land sold. I might here state that before the Crown Grant was issued the Land Claims Commissioner required to know on what grounds the district laid claim to the second block, containing about  $9\frac{1}{2}$  acres, a full report of which I forwarded to them at the time of the investigation in 1860 upon the disputed claims. I have now taken the liberty of writing to the Crown Lands Commissioner of Nelson for a copy of the letter, which I now forward, trusting that it will be appended to this report, which might answer as a record of how the land became in the possession of the inhabitants of this district; and as a further proof that where the people have a direct interest and benefit accruing from such gift there is little doubt but its progress will be quite certain to succeed. The block No. 1 contains about 10 acres, upon which the church, St. John's, stands, which has lately been enlarged for the accommodation of the inhabitants, by subscriptions from the people, aided by a small grant from the Synod, the erection of which will be better understood by reference to my letter of 1860; service regular once every Sabbath, and occasionally of a week-day evening; a portion of the section being enclosed round the church for a burial-ground, and kept in order by the assistance of the people when needed. The other portion, on which the schoolroom and master's house stands, was occupied by the master, and the Sunday and day school kept until some time after the Nelson Education Act was in force. The attendance of children becoming so numerous, the schoolroom, as then used, was not sufficiently large to accommodate the scholars then attending—and it was deemed advisable by the Central Board of Education to purchase one acre of land adjoining, and to erect a much larger schoolroom, rather than expend money by enlarging the schoolroom the property of the Church of England. The Nelson educational system being non-sectarian, no scriptural controversial teaching is permitted. I am happy to say that the school is largely attended, and will, I have no doubt, be of great advantage to the young of this district in after years. I mention the above to show that when the Provincial school commenced in their own building the Church day-school ceased, as none of the inhabitants considered it wise to keep two schools open for one object, viz., educating their children; but it was so arranged that the Church schoolroom should be used for a Sunday school. This school, I am happy to say, is still kept every Sunday, with an average attendance of about fifty. The master's house, after the removal of the master to the Provincial school, has been for some time the residence of the clergyman of the district, who was charged £14 per annum rent, the same being spent, with other donations of the people, in keeping the house and fences in repair. The house is at present unoccupied, the late clergyman having vacated the district some eighteen months ago for England.

The block No. 2, of about  $9\frac{1}{2}$  acres, is the portion of land more particularly described in my letter of 1860, the grant of which conveys the land to the Bishop of the diocese, as trustee, and I remember well the late Bishop Hobhouse returning the grant to the Government to have it made in accordance with the other grant, which vests the other property belonging to the Church in this district in trustees appointed by the Synod. The grant being returned as first sent down, without any alteration, his Lordship then requested the favour of the Waimea trustees to undertake the management of this land for him, the which they willingly acceded to. This land was first let by Bishop Hobhouse to the then schoolmaster, for the term, I think, of four years, to clear and fence; after that period a further term of three years was agreed upon—that he should plant a live quick fence, and pay a small annual rent. This person having given up the teaching of the school, and he having a large family, found that he could not comply with the agreement, gave up the land without making any payment; consequently it has been unoccupied for a short time. About four months ago it was relet for a term of years, at the annual rental of £4 per year, which rent will be appropriated in keeping up the school and buildings, together with amounts supplemented by the inhabitants for keeping the above in repair. I might state that in the year 1865 no less a sum than £104 17s. 6d. was subscribed by the people, independent of the clergyman's rent and grant of Synod, for improving the schoolhouse, church, and burial-ground. As I before have stated that public property, where the people have a direct interest and voice in the advancement of the same, cannot but succeed in accordance with the requirements of the district.

Trusting I have made myself clear upon the above grants, and the management up to the present date,

F. Wakefield, Esq., Secretary to the Commission on  
Religious, Educational, and Charitable Trusts, Wellington.

I have, &c.,  
E. BAIGENT.

Copy of a Letter from E. BAIGENT, Esq., to the COMMISSIONER of CROWN LANDS, Nelson.

SIR,—

Wakefield, Waimea South, 22nd November, 1860.

You request me to inform you how the Church of England became possessed of a piece of land at Pitfure, Waimea South. I cannot do better than give you a brief history from the commencement of this village, relating to the above property.

It is eighteen years next February since myself and others located ourselves in this district. My first care was to see to the education of our children, my own numbering six at that time; many of my neighbours having large families also, having prevailed on my wife to open an infant school in our little whare, rather than the children should be altogether neglected. The attendance in less than three months became so many that our little room was too small for the accommodation of the children wishing to attend. At the same time a gentleman of education, having squatted on a piece of unsurveyed land, where the present school stands, with the intention of opening a store for the district, he not being very successful in his object, myself and others thought it a good chance to offer him the care of the school in his own house. Our offer being accepted by him, it became necessary to procure funds for his maintenance as schoolmaster. Having solicited the Rev. Mr. Ray, the then clergyman of this Province, he kindly agreed to pay £12 10s. per annum out of the church funds towards the support of the school; the other part of his salary was made up by ourselves, in the shape of potatoes, some cash, or the best way we could afford. The school being fairly established, went on for some time, until the children became masters of the schoolmaster. Under these circumstances the school was closed for a few months. The master then making up his mind to leave the district, the building was offered to the church for the sum of £20 or £30, which now brings me to the block of land you wish to know about.

Before the schoolhouse could be purchased, it became necessary to have some security for the land on which the building stood, before the money was paid. The New Zealand Company's agent was applied to for the above object; he kindly gave the block of land, together with a piece of land that was out of Dr. England's section, he being agent also for Dr. England at the time.

Upon the faith of this gift, the inhabitants collected a considerable amount in labour, timber, and cash towards the building of the church, and the repairing of the schoolhouse, and building the schoolroom. The rest of the cost was defrayed by the Bishop of New Zealand out of the church funds of the Church of England, amounting to about two hundred pounds.

After being some time in possession of the land, the church and school also being completed, a portion of the said block was sold to Mr. Price by the Honourable Mr. Dillon by mistake. When the school committee heard of the above purchase they requested the Rev. Mr. Butt, the then clergyman of this Province, to inform the Honourable Mr. Dillon of the mistake he had made, which of course created a great deal of confusion, and nothing further was done until the arrival of Sir George Grey in Nelson, when the subject was brought under His Excellency's notice, to which it was agreed that Price should retain the piece which had been sold by mistake to him, and that the church should select another block as near to the church property of equal size. The selection being left to me, I chose the block you wish to know about in lieu of the portion sold. Mr. Brunner will remember that he was sent up expressly for the purpose by Mr. Dillon to measure off the present block, the which I assisted him in cutting the lines, chaining, and putting in the corner pegs.

Thinking that the whole subject of the mistake then set right, the inhabitants have since that time to my knowledge expended a considerable amount in clearing and fencing in the land for the benefit of the schoolmaster, who uses the paddock to the present day.

I trust that the above will satisfy you that the block was given to the Church of England by the New Zealand Company, and the latter, that was taken in lieu of what was sold by mistake, was by the sanction of Sir George Grey.

To the Commissioner of Crown Lands, Nelson.

I have, &c.,  
E. BAIGENT.

*Nelson* : No. 9.—On this section Mr. Lee keeps the school known as "The Bishop's School." There are forty-six boys on the books of the school at present. Mr. Lee is an excellent master, and the school is thriving. Religious teaching is given in accordance with the tenets of the Church of England, although all the boys do not belong to that persuasion.

*Collingwood* : No. 30.—Nothing at present is done with it, the land being unenclosed. I believe this to have been land purchased out of church funds.

*Pieton* : No. 31.—Now occupied as the site of the parsonage. The same remark as to the acquisition of the land.

MONDAY, 3RD JANUARY, 1870.

Mr. *Alexander Mackay*, being duly sworn, states: I am delegate of the Governor under "The Native Reserves Act, 1862." There is no Commissioner of Native Reserves.

The following paper gives a brief history of the management of the Nelson Reserves, which includes that of the Motueka grant to the Bishop of New Zealand:—

The provision for the education of Natives, made by the grant to the Bishop at Motueka, appears to be very little appreciated by them. I have frequently requested them to send their children to the school, but they make so many excuses. Sometimes they have potatoes to plant, harvest to get in, and a variety of other frivolous excuses are given. They care, in fact, very little about it. There could not be a more zealous person than Mr. Ronaldson. He does all in his power to urge them to send their children, and holds a school in two different places, to give a chance to those who live at a distance to send the children. I think the soreness on the fact of the land being taken for this purpose has subsided. I have explained to them on every occasion that they are not entitled to this land, but only have a beneficial interest in it. They complain that they had been defrauded of the land by its being granted to the Bishop. The grant has generally been considered as given specially for the benefit of the Church of England Natives. The Wesleyans, Baptists, &c., have always taken that view of it. I do not know the proportion between the whole number of Natives at Motueka and those belonging to the Church of England.

I presume the reserves were set apart by the New Zealand Company for the benefit of the Natives residing on the shores of Tasman's Gulf (Blind Bay), and Golden Bay (Massacre Bay). The Natives in these localities, of all denominations, have an equal right to a share of the benefit of them, in proportion to their respective numbers. I cannot say the exact proportion of the different denominations. I think the Wesleyans were the majority at that time. I am not positive on that point. The reserves given to the Bishop comprise a very large proportion of the best land in the reserves. The actual quantity reserved was 5,000 acres (100 fifty-acre sections). The total grant to the Bishop is 918 acres out of Native Reserves. The extent of good land is about 700 acres. I have not been over the whole of the property held by the Bishop, but I should think 200 acres would be the extent of bad land. Mr. Greenwood, in speaking of barren hills, must have been alluding to the portion of the grant which comprises the Crown lands, not Wakarewa. I can speak particularly as to the fact that the whole of the Crown land included in the grant is bad.

The complaint of the Natives of the grant being made is not confined to one denomination. They all join in this. I do not see how giving the land back again would benefit them in particular, as the proceeds would belong to all the Natives in the settlement. I do not think the retention by the Collingwood Natives of their reserved lands deprives them of a right to share in the proceeds of the Motueka lands.

The Golden Bay Reserves were intended for the special use and occupation of the resident Natives, and similar reserves for occupation should have been made for the Motueka Natives. It has been to the detriment of the trust property that they have, owing to the want of such occupation reserves, been allowed to occupy the New Zealand Company's Reserves.

It was, however, impossible to avoid this, unless other lands had been bought for them. The Motueka Natives have in occupation about 1,000 acres. They cannot justly complain of want of land to cultivate. The Bishop's Trust, and the land appropriated to the use of the Natives, comprise nearly the whole of the best land. They actually at this moment let 140 acres out of what has been appropriated for their own use, the rental being collected by Mr. Alexander Legrand Campbell, and paid directly to them, without coming into the trust accounts. If I had not agreed to this renting by them, they would have done it illegally and surreptitiously. If the land had been let in the usual way, and the proceeds not paid to them, they would have had a cause of complaint, as they had been recognised as the legal occupants of the land, which they would construe as legal owners of the land. They have, however, always been allowed to take the whole of the rents accruing from rents of appropriated lands; and I would say the rents were as necessary for their maintenance as the land itself was appropriated.

A section of 150 acres at Takaka was exchanged with Mr. Thorpe for three of these sections at Motueka—the latter being sandy, poor land, near the beach. I think the trust got an equivalent by this exchange. It was proposed to give Ramari a share of the Takaka land, where she was living with her husband, whose place it was. She could not agree with the Natives there, and afterwards left the place. Ramari, I think, is the only one fairly entitled to have provision made for her. I purpose to locate her on some land on the first opportunity. I have had her case under my attention for some time. I think I can manage to put her upon some of the land other Natives wish to rent, paying them the rental out of the Native Trust Fund.

The trustees of the Bishop's land under "The Native Schools Act, 1867," would be entitled to aid from the General Government, which I think they are in a position to acquire a right to.

The complaints about the Bishop's grant are chiefly confined to Motueka Natives. I think the reason we hear no complaints from other Natives is owing to their ignorance of their right to any share in it.

It would be a grand thing if they could form a central boarding-school at Motueka, and send the children from all the surrounding districts to it. They would have to change their tactics to do this. They would have to give over the industrial training, so far as out-of-door pursuits are concerned. Indoor handicrafts must of course be taught.

On reading over Mr. Greenwood's return I wish to observe that the gross rental produced from the land held by the Bishop is considerably in excess of that received by the trust. Our gross rental for Moutere and Motueka does not exceed £360 a year, although the land let by us amounts to 2,500 acres, or nearly three times as much as that let out of the Bishop's grant—confirming my statement as to the latter comprising the best of the land.

I think if the boarding-school alluded to was properly established and carried on at Motueka, Natives of other denominations than Episcopal would send their children there. There are very few known Catholic Natives in the Province. I think there are none. I cannot call to mind a single individual of that persuasion.

COPY of a MEMORANDUM exhibited by Mr. ALEXANDER MACKAY, dated 3rd January, 1870.

*Native Reserves.*

THE original intention was to have appointed trustees for the management of these lands, to consist of the Bishop of New Zealand, the Chief Justice, and the Chief Protector of Aborigines; but these gentlemen, having found many obstacles to the due execution of their trust, gradually ceased to act, and at last resigned.

During the time these gentlemen had the management of the Native Reserves, Mr. Thompson, R.M., acted as local representative at Nelson till he met with his death at the Wairau Massacre, in 1843, when Mr. A. McDonald succeeded to the management as Mr. Thompson's representative. A Board of Management was subsequently appointed in 1848, consisting of Messrs. Poynter, Carkeek, and Tinline, under the superintendence of Major Richmond. The Board retained the management of the property till the middle of the year 1853, when the sole management devolved on Major Richmond, the then Crown Lands Commissioner, who was ultimately succeeded, in the year 1857, by Messrs. Poynter, Domett, and Brunner, by appointment, dated 1st December, 1856, as Commissioners, under the Act of 1856.

It would appear that the grant by His Excellency the Governor to the Bishop of New Zealand of certain portions of the trust estate at Motueka, as an endowment for an industrial school, was made about the time the Board of Management ceased to exist, and immediately before the writs for our constitutional Government were returned, and just on the expiration of the Governor's power to make them.

The accounts show that the sum of £160 was expended out of moneys accruing to the funds for educational purposes, between the 1st January, 1852, and 11th July, 1853; and that, subsequent to that date, the amount paid on behalf of the industrial school was £201 12s. 11d., as the following items will show:—

	£	s.	d.
1853, October. By paid Mr. Tudor, on account of industrial school	...	100	0 0
1854, April 19. By paid Mr. Tudor, on account of industrial school	...	50	0 0
1854, July 10. By paid Mr. Tudor, on account of industrial school	...	51	12 11
		£201	12 11

It would appear that the first official intimation, concerning the alienation of a portion of Native Trust Estate to the Bishop of New Zealand, received by Major Richmond, the administrator of the estate at the time, was the receipt by him of a Crown Grant, conveying nearly the whole of the Native Reserves then in the occupation of the settlers at Motueka to the Bishop of New Zealand, for certain purposes. This circumstance was communicated by him to His Honor the Superintendent, dated 2nd December, 1853, in reply to one from His Honor, covering a resolution adopted by the Provincial Council then in Session, asking for a return of land set apart as Native Reserves, and other particulars concerning the same.

On receipt of this communication by the Council, it was resolved to form a committee to take into consideration the Superintendent's Message No. 12, respecting Native Reserves (*vide* page 47 of Votes and Proceedings of the Provincial Council, Sess. I., 1853 and 1854); and a resolution was subsequently passed (see page 54) which proposed, amongst other things, to memorialize the Secretary of State for the Colonies, praying that the necessary steps may be taken to set this grant aside. (For Memorial, see page 149, same Session.) To this an answer was received during the third Session of the Council, informing the memorialists that the necessary facilities would be afforded to try the validity of the grants by *scire facias*. (See Votes and Proceedings, page 8, Sess. III.) The Council, however, resolved that it was inexpedient, for many reasons, to try the validity of these grants in a Court of law; and recommended, in lieu thereof, that under the circumstances it would be better that the General Assembly should be moved to pass an Act to quiet the titles to these and similar grants. (*Vide* Report of Select Committee of the Provincial Council, c. 3-56, Sess. III., of 19th March, 1856.)

The following is an extract from a Report of Messrs. Domett, Poynter, and Brunner, Commissioners of Native Reserves, made in compliance with an order of the House of Representatives, of 13th April, 1858, in reference to the portion of the trust estates situated at Motueka:—

"With regard to the sections retained by the trust, and to be let to Europeans, a great number, as you are aware, were granted by Sir George Grey to the Bishop of New Zealand as an endowment for a school for the Natives of the Polynesian Islands. A special committee of the Nelson Provincial Council, as you may remember, expressed their disapprobation of these grants, but thought they should be declared valid by some competent authority in order to avert the disturbance of titles and interests involved. The question is simply whether the grant was a breach of the equitable trusts upon which the lands were originally reserved, owing to the extension of the educational trusts to the Natives of Polynesia. But were the grants upset on this ground in the Supreme Court, it is probable the Bishop, on behalf of the Natives in the district professing to belong to the Church of England, might still ask for (though he could not demand) a certain proportion of the funds arising from the lands, to be expended in their education or religious tuition. Whether it would be worth while, for the sake of the difference between what his Lordship now receives from these lands and what he would then probably receive, to commence a suit in the Supreme Court to get the grants annulled is a question the General Government is perhaps in as good a position to decide as ourselves."

For copies of grants to the Bishop of New Zealand, *vide* Votes and Proceedings of Provincial Council, Session XIX., Correspondence, &c., page 15. It will have to be borne in mind that the whole of the land comprised in these grants to the Bishop is not entirely Native Reserves. Subjoined is a schedule showing the several portions appropriated out of the estate.

No. of Section.	Area in Acres.	Where situate.	Block or Section as granted.	No. of Acres appropriated out of each Section.			Total Appropriation.		
6	50	Motueka	6	A.	R.	P.	A.	R.	P.
22	50	"	22	50	0	0	50	0	0
137	50	"	I	100	0	0	100	0	0
138	50	"							
145	50	"	M	29	0	32	29	0	32
146	50	"							
147	50	"	I	4	2	29	11	2	29
157	50	"	K	7	0	0			
159	50	"	F	102	0	0	102	0	0
160	50	"							
161	50	"	H	41	0	0	41	0	0
162	50	"							
163	50	"	L	34	0	24	34	0	24
164	50	"							
181	50	"							
218	50	"							
219	50	"							
220	50	"							
221	50	"							
222	50	"							
223	50	"		500	0	0	500	0	0
240	50	"							
241	50	"							
242	50	"							
243	50	"							
Total Area appropriated			...	918	0	5	918	0	5

MEMORANDUM.—153 acres is the total of Crown Land included in the grant to the Bishop.  
3rd January, 1870. ALEXANDER MACKAY.

The Native Reserves at Motueka were made by the New Zealand Company, in accordance with their original scheme, that one-tenth of the land within the then settlement of Nelson should be set apart for the Natives, for educational and charitable purposes.

The estate at Motueka comprised 100 fifty-acre sections (5,000 acres), of which 918 have been granted to the Bishop of New Zealand as an endowment for an industrial school; 1,020 acres are occupied by the Natives; and the remainder (3,062 acres, less 150 exchanged with Mr. Thorpe for section 9, at Takaka) is under the management of the Governor through his delegate.

The average value of this portion of the estate may be classed as follows, viz. :—

1,500 acres, poor land, value—about 20s. per acre.

350 acres, middling land, value—between 40s. and 60s. per acre.

1,062 acres, good land, value—between 80s. and £30 an acre.

In 1844, as will be seen by the accompanying map, Mr. Commissioner Spain appears to have awarded out of the land originally selected at Motueka as Native Reserves, sections Nos. 157, 159, 160, 161, 162, 163, 164, 182, 183, 187, 188, 212, 219, 220, 241, and 242; in all, 800 acres, for the use and occupation of the Natives of Motueka, in consideration of the unequal payment made to them by the New Zealand Company for the relinquishment of their claims to land at Motueka and surrounding districts; and one cause of the dissatisfaction continually expressed by the Natives of Motueka is owing to four of these sections, Nos. 219, 220, 241, and 242, containing 200 acres in all, having been included in the grant made by Sir George Grey to the Bishop of New Zealand.

The Ngatitama, or Motueka Natives, prior to the grant to the Bishop of New Zealand, resided on a portion of the block, and considerable dissatisfaction was manifested by them at being compelled to remove in consequence.

Provision was afterwards made for these Natives by allotting them land in another part of the estate. The only Native who has any claim now to consideration is a woman named Ramari, who was absent (in the Asylum at Nelson) when the others were provided for. It was proposed to have allotted her a portion of section 9, at Takaka, received from Mr. Thorpe in exchange for land belonging to the trust at Motueka; but, owing to the jealous and domineering conduct evinced towards her by some of the local Natives, she could not be prevailed on to locate herself amongst them. The intention is now to allot her a small piece of land at Motueka, as soon as circumstances will permit, whereon to reside; and when section 9 is subdivided, to reserve a share for her out of it, where she can remove to in course of time, when the present feeling amongst the local Natives dies out.

Notwithstanding the award made by Mr. Commissioner Spain of certain sections of the trust estate to the Natives, it has never been considered that the Natives had more than a life interest in the land, and it is thought Mr. Spain exceeded his authority in making this award, and his action in the matter is looked on as a contravention of the original scheme.

Looking also at this arrangement in a pecuniary point of view, it is greatly to be regretted that the interest of the trust was not better considered, by taking the precaution in the first place to have provided land for the Natives elsewhere, instead of allowing them to settle on some of the richest land belonging to the estate, whereby the trust is deprived of a considerable addition to its revenue annually, as a large proportion of the land so occupied would let readily at from 20s. to £2 per acre. Or, if it had been found impossible to have removed the Natives then in occupation, to have selected an equivalent in land elsewhere, in place of the quantity appropriated to their use.

The portion of the estate the Natives have been allowed to retain possession of was subdivided and apportioned by the former trustees; but, owing to the peculiar shape of many of these blocks, it was thought advisable to resurvey the whole of the land, taking care to award the same number of acres to each family as were formerly allowed them. In some instances there were allottees who had more land than they absolutely required for cultivation, and, as they were desirous in most cases to let the surplus to the European settlers, it was thought advisable—as it had always been considered that they were entitled to receive any pecuniary benefit derivable from the land allotted to them—to allow them to do so, through the commissioners, as it enabled them to do regularly and legally that which it was found difficult to prevent them doing in an irregular and objectionable manner. One hundred and forty acres have been let in this way, from which they derive an income of £180.

The population of Motueka, by a census taken during the early part of last year, numbered 96, viz., 45 adult males, 31 adult females, 11 male children, 9 female children—total, 96 of Native population.

If the Natives residing along the shores of Blind Bay and Golden Bay could be induced to send their children to one central school,—say at Motueka, for instance; although I am inclined to think that a school established at Nelson for the purpose would prove more successful, as it would do away, in a great measure, with the feelings that exist amongst the Natives in the other districts against sending their children to the school at Motueka, owing to local jealousies, the Natives there being under the impression that they alone are entitled to any benefit derivable from the school,—there are a sufficient number of children of school age to form a very good central school. The number of children of all ages residing in the aforesaid localities, including also Motueka, is 97, viz.:—Wakapuaka, 18; Motueka, 20; Motupipi, 20; Takaka, 9; Paruihakaho, 12; Takurua, 8; Collingwood, 10;—total, 97. Besides the children enumerated above, there are at the Pelorus, 11; Queen Charlotte's Sound, 44; Wairau, 11; D'Urville's Island, 18—total, 84; some of whom might be induced to attend a school of the kind, although, strictly speaking, the Natives in those localities are not entitled to participate in the benefits accruing from the endowment funds; but admission might be obtained for the children on the payment of a fee by their parents, and a capitation allowance under "The Native Schools Act, 1867."

The greatest obstacle to the success of Native schools, I am afraid, will be found in the apathy and indifference of parents to the importance of sending their children to school. The children may be willing enough to attend, but the parents like to have them near themselves. Unfortunately the Natives have only an animal love for their offspring, and cannot be got to see the advantage of a temporary separation, even although it might be conducive to the greater good of their children.

The industrial school at Motueka was closed about the middle of March, 1864, owing to the whole of the scholars having decamped; and as there seemed to be no inclination on the part of the children to return, or any intention on the part of the parents to compel their attendance, Bishop Hobhouse decided not to reopen the school until the Natives showed an inclination to appreciate the same. As no action was taken on either side, the school remained closed until after Bishop Suter's arrival, when Mr. Ronaldson, the present teacher, was appointed to take charge in May, 1868.

The closing of the school was duly reported to the Government in November, 1864.

5th January, 1870.

ALEXANDER MACKAY,  
Native Commissioner.

Mr. *David Jennings*, being duly sworn, states: I have lived at Motueka twenty years. The object of my letter to the *Nelson Examiner* was to show that the experiment of teaching Maoris alone, as had been done, had been thoroughly, ably, and honestly tried, and had wholly failed. I attribute the failure to the absence of any attempt to bring up some Maori boys in company with English boys. I am quite aware that the attempt made to educate them with any of the lower class would not succeed; but I have always thought that the education of a few Maori boys with boys of a higher class, were the temptation of a higher education offered as an inducement, must to some extent succeed. I consider the Auckland College (the Bishop's) was a failure as a self-supporting institution, but I was not aware that it failed educationally. My experience is that instances have crossed my path of real elevation of character having been given to Natives through the means of that institution. I think the feelings of the Natives are very favourable towards education, but I think they are incapable of appreciating its full value, or of anything advanced beyond what they see to be absolutely useful; but I believe such power of appreciation would be the result of previous education.

I never heard any complaints on their part of the manner in which the land was acquired. I consider that I am on very friendly terms with the Maoris, and have been more so with many that are now dead. I am not to give a decided opinion as to their rapid decrease. I have no doubt they are on the decrease; but I attribute their decrease to the want of better education.

I remember an instance of a Maori lad, named Robert, who had been educated at the school. He afterwards lived with Major Richmond and other Europeans, and having apparently become highly civilized, yet ended by marrying and relapsing into the usual Maori habits. He took to drinking, got a complaint in the knee which required amputation, to which he would not consent,

and died in consequence,—such indifference to life being a strong feature in the character of savages. I consider I have, and have had, a direct personal interest in the administration of the Wakarewa Trust, as being, in the words of the deed, a European subject of Her Majesty, and also as being the father of ten children. I applied to Bishop Hobhouse, in prosecution of such claim, on his first coming here, which he recognised very fully on principle. He told me, as I was the only person making such claim, in the present difficulties of the trust, he had the opportunity of meeting my case for the time by sending a Mr. Wilie, a trained schoolmaster in his employ, to teach my children at my house three times a week.

I do not think the Crown land granted for the institution is so valueless as is generally reported. When I first recollect it, there was the remains of a considerable bush on the bottom of the hill, which had been repeatedly burnt by the firing of the fern. I was going to apply for this land, but heard it had been granted for this object. It is a magnificent site, with land good enough to live upon. There is a very productive garden at the back of the schoolhouse.

I think that, except on the sheep slopes, the hill land in question is covered with strong fern, which I think, in its natural state, is more valuable than land which has been rendered excessively foul by bad cultivation, like the lower cultivations on the S.W. corner of the trust land. I have myself excellent grass on land originally fern land which has never been touched by a plough, and also land which has been ploughed at least six times, and cultivated with a cultivator, but is now wholly covered with sorrel, the oats and tares sowed upon it having been largely intermixed with the sorrel seed.

With respect to the appropriation of the trust funds, I never contemplated the application of these as a remuneration for clerical duty would come under the terms of a trust for educational purposes. I consider the arrangement made for paying Mr. Ronaldson as such an appropriation. I object to his going to Takaka and Wakapuaka only as an impediment to his carrying out in a proper manner the education of the children of Her Majesty's subjects of both races. I think the funds as soon as they amounted to what they now yield would have been sufficient to carry on a school which would embrace a small number of Maoris, together with a few Europeans—the Maoris being boarders and the Europeans day scholars, as the first would not have attended unless they were boarded. I think the latter would have come from any distance under three miles. I think that if a few Maori boys even had been well educated in this way they would have had greater influence with their own class than any Europeans could have had. This is found to be the case in every other circumstance in which we come into contact with a savage race.

During the latter part of Bishop Hobhouse's time, the house was only made use of as a residence for Mr. John Greenwood, who I believe read Maori service on Sunday.

Mr. Mackay, re-examined: The school was closed from March, 1864, to April or May, 1868, the date when Mr. Ronaldson took charge.

Mr. Jennings, re-examined: I think it is a question whether the title of the Bishop of Nelson as trustee under the grant is indisputable, inasmuch as Bishop Selwyn had surrendered his patent—an act which Bishop Suter deprecated. I am afraid this is a difficulty it will require the aid of the Legislature to correct. The "successors" of the Bishop named in the grant were his successors under the patent of the Crown. I apprehend there are no such successors at present.

The Rev. *George Henry Johnstone*, being duly sworn, states: I am incumbent and curate of the Parish of Christchurch, Nelson.

No. 4 section stands in the names of five special trustees, as follows: Dr. Greenwood, Mr. A. J. Richmond, Mr. J. M. Pierson, Mr. J. T. Lowe, diocesan trustees.

The names of the Nelson local trustees are—Mr. Hugh Martin, Mr. D. Sinclair, Mr. A. J. Richmond, Mr. J. M. Pierson, and Mr. George Williams. I confirm the Bishop's remark that the objects of the trust have been carried out.

No. 5 section.—I confirm the Bishop's remark as to this section also.

No. 9 section.—This section was bought by Bishop Selwyn out of the Church Funds.

The school has been attended by boys of various denominations, such as Presbyterians and other dissenters, and also Jews.

The Church property in Nelson is conveyed to the Diocesan Synod, in trust under an Act of the New Zealand Legislature, and by them is intrusted to local trustees, who act under instructions from, and report to, the Diocesan Synod.

No. 31 section.—I know nothing, except that the parsonage at Picton stands on this section.

The parsonage at Nelson stands upon one acre of land. This was given to the Church of England as a residence for a clergyman by the Hon. A. G. Tollemache, about the year 1843.

Mr. *Thomas Brunner*, having been duly sworn, states: With reference to the Motueka lands held by the Bishop of New Zealand, as far as I remember, I was called into the office of the then Commissioner of Crown Lands, and instructed to bring in what plans I had, together with the rent-roll of the Native trust property at Motueka; first, to point out what I considered an eligible site for a Native school, and then, what land should be given to yield a rental of £100 a year. I was obliged to select almost all, if not quite all, the lands that were then let, which, of course, was the best of these lands. I suggested the addition of the piece of Crown land on the hill at the back of the Wakarewa estate, to provide a sort of run for sheep and cattle. I was not a Commissioner of Native Reserves at that time. I consider that the Native Reserves at Motueka were made for the benefit of the whole of the Natives in Blind Bay.

Mr. Stephens, the surveyor of the New Zealand Company, when he first laid out the Motueka sections, found there was a long strip of Native cultivation along the border of the wood from Wai-ponanui to Wakarewa. Instead of leaving this in possession of the Maoris in accordance with the terms of the Treaty of Waitangi, he included these cultivations in his surveyed sections, so that they were afterwards chosen as Native Reserves, whereas they should have been altogether excluded,

and the reserves chosen in addition for the benefit of the Natives. He did increase the particular sections which comprised the cultivations of the Natives, so as to make them include fifty acres besides the part cultivated. But the result was that Mr. Thompson, the Resident Magistrate, was obliged, in order to keep the cultivations of the Natives, to select these sections as Native Reserves, under the New Zealand Company's arrangement, which created a confusion in administering the trust, because the Commissioners found themselves obliged to treat the New Zealand Company's Reserves as land originally belonging to and always retained by the Natives themselves.

With respect to the lands given as an endowment for the school, and what the Natives say they have not been paid for, the grant to the Bishop excludes the greater portion of the lands that were Native cultivations. The reserves belonged to the whole of the Natives concerned with the Nelson settlement, as they represented the tenths of lands in other districts.

The property given to the Church of England, if given solely for religious purposes, is in my opinion far too large and valuable, taking the numbers of the different sects as the basis. I have always opposed the grant made to the Bishop, because I believed it injurious to the Natives, and also because I believed Motueka was not the proper site for the school contemplated by the school. Being in the centre of the Natives, too much jealousy was caused by the Natives feeling others shared the rents or use of properties belonging to the Motueka Natives only. Having always had a desire to see a school properly tried, I have advised a school in Nelson to be under English masters only, and by this I think some few children might be taught annually.

*Motueka and Collingwood Church of England Trusts.*

Letter from the Rev. S. POOLE, M.A., to the SECRETARY to the COMMISSION.

SIR,—

Motueka, 25th February, 1870.

In reply to your letter of the 16th instant, I beg to state that my residence is built upon a portion of part of suburban section number 154, containing forty-one acres, in the District of Motueka, in the Province of Nelson. His Lordship the late Bishop of New Zealand obtained it, I believe, by purchase, and conveyed it to trustees appointed by the authority of the General Synod, in the Province of New Zealand. The following are the names of the trustees, viz.: John Wallis Barnicoat, Esquire; Joseph Margetts Pierson, Esquire; John Danforth Greenwood, Esquire; James Townsend Lowe, Esquire. "The trust for the use and benefit of the Diocese of Nelson generally; and in case the present Diocese of Nelson shall at any time hereafter be divided, then upon and for such trusts and purposes, either diocesan or local, as the General Synod may from time to time direct, for the benefit of all or any one or more of the Dioceses into which the present Diocese of Nelson may be divided: Subject to all such rules and regulations as may from time to time be made by, or by authority of, the General Synod concerning the same, and for securing the due execution of the trust and purpose aforesaid; and until such rules and regulations shall be so made concerning the matters aforesaid, subject to all such regulations and rules as may from time to time be made concerning the same by the Standing Commission for the time being."

Ten acres of the above-mentioned land were, in accordance with the provisions of the trust, set apart by the Standing Commission as a glebe for the resident clergyman at Motueka. (*Vide Proceedings of the Standing Commission of the General Synod. Present: The Bishop of New Zealand, Sir W. Martin, Hon. W. Swainson, Rev. J. T. Lloyd. Resolved, That as to the specific appropriation of the land, the Standing Commission have already given their assent.*)

On a portion of the above-mentioned ten acres my house stands.

The local trustees, viz., David Jennings, Esquire, Henry Alexander Tarrant, Esquire, and James Roger Dutton, Esquire, hold a site for a parsonage house, which has not yet been built upon. It is very near to the church, and affords space for the horses and carriages of members of the church who live at a distance.

I trust the above information may be of service to the Commission.

It seems to me that your letter of the 16th instant was written under a misconception, inasmuch as you mention my residence as built upon land containing "2 roods and 10 perches."

In our local trusts Schedule A. speaks of "2 roods and 10 perches" more or less, being part of section 155—Trust for Religious and Charitable purposes; and then "church, parsonage house, and school," of Schedule B. Church, parsonage house, and school relate to Schedule B. that follows, not Schedule A., which relates to a piece of land which Captain Fearon gave for a church and burial-ground, held now by the local body for "religious and charitable purposes," now specifically appropriated as a cemetery for the interment of the dead in accordance with the rite of the United Church of England and Ireland.

I have, &c.,

SAMUEL POOLE, M.A.,

Incumbent of St. Thomas's Church, Motueka.

F. Wakefield, Esq.,

Secretary to the Trust Inquiry Commission.

Copy of a Letter from Mr. WM. GIBBS to Mr. F. WAKEFIELD.

SIR,—

Totaranui, Nelson, 4th March, 1870.

I have the honour to acknowledge the receipt of your letter of the 18th ult., asking information as to the state of certain Church trust lands in Collingwood.

In reply I have to express my regret that I am unable to furnish the information required, for although one of the trustees of some of the trust lands in that place, neither those I and my co-

trustees have in trust, or those referred to in your letter, are likely at present to produce any revenues towards carrying out the object of the trust. Under these circumstances I have not deemed it necessary to inspect the deeds, which are not in the possession of the trustees. I would respectfully suggest that Donald Sinclair, Esq., of Nelson, Solicitor and Registrar to the Diocese, would be most likely to supply all the information required.

There is in the district one piece of trust property conveyed to the Bishop of New Zealand and his successors, as a site for a church and parsonage house, being lots Nos. 33, 52, 53, in that part of Collingwood known as Gibbsflat, upon which a parsonage house is built.

F. Wakefield, Esq., Secretary to Commission  
on Religious and Charitable Trusts.

I have, &c.,  
WM. GIBBS.

### Roman Catholic Grants.

The Rev. Father *Garin*, having been duly sworn, states: I am a Roman Catholic clergyman resident at Nelson.

Section 498, 3 acres.—One acre only was granted by the Crown. Two other adjoining acres are attached to this property, but were not given by the Crown, being acquired by private purchase, viz., sections 491 and 494.

I do not remember that anything has been done in compliance with the requirements of the grant, that three-fourths of the heads of Roman Catholic families in Nelson shall declare the purposes of the trust in writing. I was not aware till now that this was required. What was done was this: I called a meeting of all the congregation, who selected a committee for the purpose of erecting a church, school, and convent. A chairman was elected, and resolutions carried, and minutes taken, which are in my possession.

From time to time, when anything was required to be done respecting building a church or making addition to buildings, I have called general meetings in order to select committees to consider the object in view. I think this course should be held as fulfilling the requirements of the Crown Grant,—if not literally, at least according to the spirit and intention of the trust.

No. 498.—We have a church and school on this section. The boys' school and residence of the pastor are on one of the acres bought with our own funds.

There have never been any complaints as to the mode of settling the trust purposes.

The deeds were left, I think, at Mr. Sinclair's for several years, and we began to act before we knew what they contained.

The boys' school has always been successfully carried on, and we have admitted boys of all denominations. At one time our school was the best, as we taught higher branches of education than was done in any other school at that time existing, and consequently boys of a superior class attended.

Section No. 13, 3 roods.—The deed gives it for a cemetery. The cemetery is fenced in, but it is only used for the burial of the relatives of persons buried therein previous to an Act of the Provincial Council passed in 18 , which required that ground to be given up as a cemetery, except in the cases mentioned. I caused one burial to take place in this cemetery, because it was of a priest, and I considered that the clergyman, being the father of his congregation, should be buried there. I was fined for this breach of the Act, but only 10s., in order that it might not be taken as a precedent.

Section No. 14, 2 roods 4 perches.—This was given as a site for a church. When I came here in 1850 this was used as the only cemetery. There was a public cemetery adjoining this. There was a church built upon it, but the land was too small. There was no room for a private dwelling-house or schools, which we desired to have. We were obliged in consequence to remove the church. It is merely a place fenced in. I think we should be allowed to let it, and apply the rent to the purposes of the church. I have refused hitherto to let it, because I thought I had no power. I was afraid legal difficulties might arise should I exercise that power.

Before I came I heard that Father O'Reilly had given up a piece of the land originally given for the church site to be added to the Gaol Reserve. This was strongly objected to by a portion of the congregation, who considered that we had already too little for the original purposes. It might be considered that half an acre would be sufficient for a church site; but it consists of a very steep side of a hill, and would not do for a church site.

Section 56, Waimea West, 2 acres.—This land was granted as a site for a church, chapel, and cemetery. It is used as a site for church and cemetery. We intend to build a house for a clergyman upon it.

### Wesleyan.

Letter from Mr. LUCAS to the SECRETARY to the COMMISSION.

No. 2 Grant, area 1 acre.

With respect to your inquiry if the objects of the trust in this grant have been carried out, I beg to inform you that they have been perfectly carried out.

No. 15 Grant, area 1 rood.

The same evidence as to the above grant.

ROBERT LUCAS.

## German Lutheran Trusts.

Letter from Mr. SCHUMACHER to the SECRETARY to the COMMISSION.

*No. 16 Grant, area 1 rood 8 perches.*

With respect to your inquiry respecting the grant in Nelson to the Lutheran community, I beg leave to inform you the terms of the trust have been complied with. A church has been built upon the land, that it is kept in repair, and Divine Service is performed in it every Sunday.

*Waimea East, Raglan.—No. 19 Grant, area 1 acre 2 roods.*

The same evidence as to this grant.

F. SCHUMACHER.

## Nelson Central Board of Education.

Letter from Mr. W. C. HODGSON to the SECRETARY to the COMMISSION.

SIR,—

Nelson, 14th February, 1870.

In compliance with the request contained in your memorandum of the 7th instant, I have the honour to enclose a schedule of the various properties granted to the Nelson Central Board of Education, showing the present position of the trust, and the purpose to which the revenues derived therefrom are applied.

I have, &c.,

W. C. HODGSON,

Secretary to the Central Board  
of Education for Nelson.

F. Wakefield, Esq., Secretary to the Commission,  
Wellington.

(Enclosure in above.)

SCHEDULE of RESERVES granted to the NELSON CENTRAL BOARD of EDUCATION, showing specifically how each has been dealt with to 1st January, 1870.

## A.—RESERVES LET.

Number.	District.	Acreage.	Term of Lease.	Rent per Annum.	Name of Lessee.
30 to 43 inclusive	Amuri ..	A. 3,991 R. 0 P. 0	14 years from 1st Jan., 1862	£166 12s. 6d. ..	T. H. Wigley.
110 .. ..	Motupiko ..	275 0 0	14 years from 30th Dec., 1862	£10 .. ..	John Sharp.
6 of Square 7 ..	Motueka Valley	68 0 0	14 years from 1st Aug., 1862	£1 14s. first 3 years; £2 11s. remainder of term	James Wilkie.
38 and 39 ..	Upper Moutere	182 0 0	14 years from 7th Aug., 1862	£3 .. ..	J. Drummond.
3 of Part 36 ..	Lower Moutere	13 0 0	14 years from 1st Aug., 1862	£2 .. ..	William Cook.
29 .. ..	Maitai Valley	123 0 0	7 years from 1st Sept., 1864	£12 6s. .. ..	R. Richardson.
1 .. ..	Westport	0 1 0	14 years from 5th Jan., 1867	£10 .. ..	C. L. Maclean.
88 .. ..	Westport	0 1 0	14 years from 4th Jan., 1867	£10 .. ..	John Crate.
111 .. ..	Westport	0 1 0	14 years from 1st July, 1867	£7 10s. .. ..	H. D. Jackson.
92 .. ..	Dovedale	87 0 0	14 years from 1st Nov., 1868	£5 first 5 years; £10 next 5; £14 rem.	John W. Harvey.

## B.—RESERVES UNLET.

Number.	District.	Acreage.	Number.	District.	Acreage.
33, 34, 35, 36 ..	Waimea West ..	A. 200 R. 0 P. 0	71 .. ..	Ngatimoti ..	A. 85 R. 0 P. 0
43 .. ..	Wai-iti Hills ..	279 0 0	72 .. ..	Matukitaki ..	45 0 0
3 of Square 23 ..	Suburban North ..	66 3 32	17 .. ..	Wairoa ..	54 0 0
13 .. ..	Takaka ..	150 0 0	66 .. ..	Ditto ..	136 0 0
Part 2, 165 ..	Ditto ..	75 0 0	102 .. ..	Collingwood Town ..	0 2 16
49 of Square 8 ..	Upper Takaka ..	55 0 0	3, 37, 65 ..	Ditto ..	0 3 0
8 of Square 11 ..	Ditto ..	79 0 0	111, 133, 170 ..	Ditto ..	1 0 10
46 .. ..	Clifton ..	3 0 0	171, 196, 217 ..	Ditto ..	1 1 4
55 and 56 ..	Ditto ..	7 0 0	218, 278, 313 ..	Ditto ..	1 2 12
13, 42, 59, 87 ..	Milnthorpe ..	4 0 0	338, 357 ..	Ditto ..	1 0 32
2 .. ..	Milnthorpe Suburban	4 3 10	15 .. ..	Seaford ..	2 2 0
20 .. ..	Ditto ..	15 1 0	27, 96, 361, 587 ..	Westport .. each	0 1 0
26 .. ..	Ditto ..	37 2 0	315, 420, 375 ..	Ditto ..	0 1 0
99 .. ..	Ditto ..	43 1 2	594, 90, 65, 236 ..	Ditto ..	0 1 0
19, 58, 80 ..	Town of Bulwer ..	1 2 0	434, 283, 335, 392 ..	Ditto ..	0 1 0
19, 50, 99 ..	Town of Howard ..	0 3 0	396, 448, 156, 241 ..	Ditto ..	0 1 0
16, 17, 29 ..	Westport Suburban ..	15 0 0	178, 299, 351, 403 ..	Ditto ..	0 1 0
203, 204 ..	Collingwood Suburban	50 0 0	455, 546, 567, 572 ..	Ditto ..	0 1 0
59, 61, 63 ..	Aorere Valley ..	63 0 0	613, 625, 662, 797 ..	Ditto ..	0 1 0
6 .. ..	Tadmor ..	44 0 0	771, 730, 790, 733 ..	Ditto ..	0 1 0
5 .. ..	Thorpe Suburban ..	26 0 0	106 and 107 ..	Upper Motueka ..	476 0 0

The rents derived from such of the above reserves as are let are applied annually by the Central Board of Education to the maintenance of the Nelson Public Schools.

W. C. HODGSON,  
Secretary to the Central Board of Education for  
the Province of Nelson.

### Nelson Non-Sectarian Schools.

(Now under Central Board of Education.)

Mr. *Mathew Campbell*, being duly sworn, states: My name is Mathew Campbell. There were six grants of land made to myself and other trustees—1. Nelson; 2. Hope; 3. River Terrace (Wairoa River); 4. Spring Grove; 5. Riwaka; 6. Upper Wakefield. These lands were all granted as sites for schools for children of all denominations and classes, without the imposition of any sectarian creed. Schools were established on this principle at various places. These were for some years the only public schools in the Province of Nelson. Others were sometimes commenced, but were discontinued until the Government took up the question. It was commonly said that, but for these schools, most of the children in the country districts, and even in the town, would have gone without education.

Sir George Grey for some years made a grant of £30 per annum for these schools; and in the year before the Central Board took it (I think in 1855) as much as £180. Mr. Tuckett also rendered great assistance in the early days of the settlement, by giving the rents of certain lands for several years on which there were seven or eight tenants. Mr. and Mrs. Fox also assisted by paying a teacher, and giving tuition themselves to the children, and in many ways promoting the object of the trust.

### Nelson College Trusts.

Letter from Mr. R. POLLOCK to the SECRETARY to the COMMISSION.

SIR,—

Nelson College Office, 8th February, 1870.

I have the honour to state, for the information of the Chairman of the Commission of Inquiry into the Religious, Educational, and Charitable Trusts in the Province of Nelson, that the objects of the trust have been fully carried out as regards the grants specified below.

It is necessary that I should explain, with respect to the several properties set forth in the grants, that those marked with an asterisk have been exchanged with the Crown for the land specified in the grant numbered ninety, being Highfield Run, Amuri.

I have, &c.,

F. Wakefield, Esq.,  
Secretary to the Commission, &c.

ROBT. POLLOCK,  
Secretary, Nelson College.

26—Nelson, 7 acres.\*  
" 17 acres.  
" 1 acre.\*  
" 6 acres.  
Motueka, 331 acres.

26—Opawa, 800 acres.  
Massacre Bay, 415 acres.\*  
" 158 acres.\*  
90—Amuri, Highfield Run, 2,780 acres 3 roods.

Letter from Mr. R. POLLOCK to the SECRETARY to the COMMISSION.

SIR,—

College Office, Nelson, 15th March, 1870.

I have the honour to acknowledge the receipt of your letter of the 25th ultimo, requesting me to furnish a report of this Institution, showing its state, &c., &c., up to the 1st January, 1870.

I thought it advisable to defer my reply until the monthly meeting of the Governors, which took place a day or two since, in order that I might lay the matter before them, and take their directions. This I have done, and, in accordance with those directions, I now enclose a copy of our last Annual Report, published in accordance with the Statutes of the College.

This Report, with the accompanying statement of accounts and balance-sheet, will, I doubt not, furnish the information required by the Commissioners.

I quite agree with you that it is to be regretted that circumstances should have prevented the Commissioner's personal inquiry when in Nelson, as the precise nature of the information sought would doubtless have been better understood.

I have, &c.,

F. Wakefield, Esq.,  
Secretary to the Commission, &c., Wellington.

ROBT. POLLOCK,  
Secretary.

### REPORT OF GOVERNORS OF NELSON COLLEGE.

1. The number of pupils taught at the Nelson College during the past year has been considerably in advance of the attendance in the year immediately preceding:—

1869.			Boarders.	Day Scholars.	Totals.
Attendance 1st Quarter	...	...	39	11	50
" 2nd "	...	...	39	10	49
" 3rd "	...	...	33	12	45
" 4th "	...	...	36	14	50

The numbers in the corresponding quarters of the previous year being 39, 40, 40, and 47.

2. The appended financial statement exhibits a continued reduction in the balance against the College. Indeed, the College is now really free from debt, and its apparent indebtedness results from the difficulty of collecting moneys in all cases within the quarter for which they are properly due.

3. The recent Christmas examinations of the pupils gave most satisfactory proof of the efficiency of the present tutorial staff. His Honour Mr. Justice Richmond, after a somewhat prolonged examination, pronounced the “teaching thoroughly sound and effective,” and reports of an equally gratifying character have been presented to the Governors by the other examiners on that occasion—the Rev. Samuel Poole and the Rev. C. O. Mules.

4. His Excellency the Governor of New Zealand, about the middle of the past year, visited and inspected the College, and expressed himself pleased with its general efficiency.

5. At the suggestion of the headmaster some changes have been made in the distribution of the fund allotted to Foundation Scholarships. The subjoined table (which includes the alterations referred to) gives a complete list of the scholarships in connection with the Nelson and Marlborough College, and the names of the present holders:—

Scholarships.	Time for which held.	Annual Value.	When obtained.	By whom.	End of Term.	
Newcome ... ..	Three years	£30	January, 1869	J. Burnett	January, 1872	
Richmond ... ..	Three years	£30	June, 1867	F. Wither	June, 1870	
Stafford ... ..	Three years	£20	June, 1869	Barnicoat (1)	June, 1872	
Fell ... ..	Two years	£20	June, 1869	Blackett (2)	June, 1871	
Foundation {	1st Classical ...	One year	£20	Christmas, 1869	Blackett (1)	Christmas, 1870
	2nd do. ...	One year	£10	do.	Barnicoat (2)	do.
	1st Mathematical...	One year	£20	do.	T. Campbell (1)	do.
	2nd do. ...	One year	£10	do.	Wastney (1)	do.

In the recent examination for the Stafford Scholarship, the Governors have again availed themselves of the friendly services of the Bishop of Nelson.

6. In their Report of 1868, the Governors assert the “desirability of connecting the Provincial system of education with that of the College, by giving peculiar facilities for the admission into the College of the best trained and most advanced among the scholars of the Provincial schools.” A recent addition to the funds of the College (which is further referred to below) will soon afford the desired opportunity. Already two exhibitions, affording free admission into the College to boys *bond fide* educated at such schools, have been created by the Governors, and, after due public advertisement, have been eagerly competed for. This system has received the warmest approbation of the College Masters (who to assist the views of the Governors have generously foregone their fees), and, when experience shall have declared in its favour, will be extended from time to time as means permit.

7. While seeking to promote the admirable existing system of public education in this Province, the Governors have not been entirely forgetful of one who, prior to the establishment of that system, devoted himself to the cause of education here; and at a recent meeting they resolved to recognise the early services of Mr. Campbell, by giving to his son (for some years a pupil of the College) a free education for the space of two years.

8. The Trustees of the Nelson Trust Funds, in the exercise of powers vested in them by “The Nelson Trust Funds Act, 1854,” have lately handed over the remainder of those funds to the Governors of the Nelson College. Although making no material difference in the present means of the Governors, this liberal and judicious step will eventually add considerably to the College endowment. By the terms of the gift the Governors are debarred from expending the moneys thus accruing in building, but they are bound to allow them to remain intact for investment. From this source also the Governors hope to realise their wishes with regard to the gratuitous and assisted admission to the Nelson College of boys of the Provincial schools, whether as day scholars or as boarders, and also to effect a reduction in both respects in the charges to the pupils generally.

9. One result of the complete disposal of the trust funds is the abolition by the Electoral Roll under the Trust Funds Act; which roll is also that of the electors under “The Nelson College Incorporation Act, 1858.” In this event the last-named Act provides that vacancies among the body of Governors “shall be filled up by a majority of votes of their own body.” The Governors, however, are of opinion that the mode thus prescribed by law for the filling-up of vacancies is open to great objections, and they have placed on record their desire that such alteration should be made in the law as would still secure to the people of this Province, and that of Marlborough, either directly or indirectly, the choice of the College Governors. As three of the existing body of Governors will retire in November of this year, it will be desirable that action be taken in this direction in the coming session of the Parliament of New Zealand.

10. The Governors have had under their consideration the propriety of removing the difference at present existing between the terms of admission for boys at Nelson and Marlborough, and for boys who reside outside those Provinces. Looking, however, at the origin of the funds intrusted to them (funds arising exclusively from the sale of lands in those two Provinces), as well as to the terms of the deed of foundation, the Governors do not think it consistent with their duties to admit non-contributors to the College Endowment to an equal participation in the benefits of their largely-endowed institution with those by whose contributions the College was founded, and is in a great measure upheld. The Nelson College is still open, however, to the boys of other Provinces on terms at least as liberal and attractive as those on which similar advantages can elsewhere be enjoyed.

R. POLLOCK, Secretary.

February 10, 1870.



## SCHEDULE of RESERVES in the PROVINCE of NELSON.

Date of Grant.	Nature of Reserve.	Area.			Remarks.
		A.	R.	P.	
1851. Sept. 6	Nelson—Reserve for the burial of persons of all classes and denominations	2	0	0	Used as a public cemetery.
1851. Sept. 6	Nelson—Reserve for the burial of persons of the Roman Catholic religion	0	3	0	Used for the burial of persons of the Roman Catholic religion.
1853. Aug. 4	Nelson, K. Nelson, I. Granted to the Superintendent and Speaker of the Provincial Council for public purposes	0	2	30	No information can be obtained from the Land Office relative to these reserves; if a tracing were forwarded, it would assist in finding out where they are situated.
		0	2	30	
1856. Feb. 11	Granted to the Superintendent of Nelson as an endowment for hospitals and lunatic asylums. Nelson, D.	2	0	0	Not used or let for any purpose.
	Ditto. Nelson, H ...	1	0	0	Hospital erected thereon.
	Ditto. Nelson, C ...	7	0	0	Asylum erected thereon.
	Ditto. Nelson, F ...	6	0	0	Not used or let.
	Ditto. Nelson, J ...	2	0	0	Exchanged for Sections Nos. 1028, 1030, and 1032, adjoining Asylum Reserve.
	Ditto. Motueka, A ...	330	0	0	Let to certain persons.
	Ditto. Motupipi, G ...	311	0	0	Let to certain persons.
	Ditto. Wairau, B ...	600	0	0	Marlborough Government can furnish information relative to this reserve.
1856. June 5	Granted to the Superintendent of Nelson as a resting-place for stock and the accommodation of travellers. Motueka Valley, B	650	0	0	Let upon condition that a portion of the reserve be set apart for travelling stock, and accommodation-house erected thereon.
	Motupiko Valley, C ...	500	0	0	Let.
	Wairau, D ...	5,500	0	0	Marlborough Province.
1857. Dec. 2	Granted to the Superintendent of Nelson as a resting-place for stock. Waihopai	300	0	0	Marlborough Province.

MEMO.—Superintendent of Nelson authorised to lease reserves by Public Reserves Act, Sess. V., No. 4, passed by Nelson Provincial Council.

Superintendent's Office,  
Nelson, 15th March, 1870.

GEO. HODGSON  
(for Provincial Secretary).

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