NEW ZEALAND
GOVERNMENT GAZETTE.

(PROVINCE OF NEW MUNSTER.)

Published by Authority.

All Public Notifications which appear in this Gazette, with any Official Signature thereunto annexed, are to be considered as Official Communications made to those persons to whom they may relate, and are to be obeyed accordingly.

By His Excellency's Command,
ALFRED DOMETT, *Colonial Secretary.*

VOL. V.] WELLINGTON, SATURDAY, JANUARY 17, 1852. [No. 2.

Colonial Secretary's Office,
Wellington, 13th January, 1852.

In reference to the Despatch from Earl Grey, and the Terms of Purchase of Lands in the New Zealand Company's Settlements, published in the *Government Gazette* of the 13th instant, His Excellency has been pleased to direct the publication of the following documents for further information :—

1. Extracts from despatches shewing the opinion of the Law Advisers of the Crown in England, (alluded to in the 2nd paragraph of Earl Grey's despatch of the 8th August, 1851,) as to the Terms of Purchase in force in the Company's Settlements at the time of the surrender of its Charter, and consequently established by the recent Act of the 14th and 15th Victoria, c. 86.

2. Despatches from Earl Grey to Governor Grey of the 31st May 1851, relating to the definition by his Excellency of the boundaries of the different Settlements established by the New Zealand Company.

3. The 51st clause of the Act of the 9th and 10th Victoria, c. 382, entitled "An Act to facilitate the execution of Conveyances and other Instruments by or on behalf of the New Zealand Company in New Zealand."—being the clause referred to in the xth section of the recent Act of the 14th and 15th Victoria, c. 86.

By His Excellency's Command,
ALFRED DOMETT,
Colonial Secretary.

Extracts from enclosures to Mr. Hawes' letters to Mr. Attorney General, and to Mr. Solicitor General, of the 19th of August 1850—*and of their reply to Earl Grey.*

* * *

Earl Grey is desirous of obtaining advice on the following points :—

1st. Whether in your opinion, the terms of Purchase of August 1849, constituted

on the 5th of July 1850, a contract then subsisting in regard to a part of the land of the Company in the Colony.

2nd Whether if they did constitute such a contract, it is one to which the land in question remains legally or equitably subject in the hands of Her Majesty as demesne lands of the Crown.

* * *

Lincoln's Inn, 10th Dec., 1850.

In obedience to your Lordship's command we have considered the case and the several documents transmitted to us, and have the honor to report that

* * *

1st, 2nd, and 9th, We are of opinion that the terms of purchase of August 1849, constituted on 5th July 1850, a contract then subsisting in regard to a part of the land of the Company in the Colony, and that the land in question remains at Law and in Equity subject to such contract in the hands of Her Majesty as Demesne Lands of the Crown.

(Signed) { JOHN ROMILLY.
A. E. COCKBURN.

(Copy)

Downing-street.
31*st May,* 1851.

SIR,—In addition to the other subjects to which I have called your attention, by Despatches of even date herewith, touching the Affairs of the New Zealand Company's Settlements, I wish to bring under your notice the necessity which appears to exist for defining those settlements by Local Boundaries.

2. The various terms of purchase issued by the New Zealand Company contain no local description of the settlements. This was, indeed, at the outset, scarcely practicable. But it appears to have been always understood, that Land Orders for a given settlement were to be executed by a Grant of Land, when the Company should acquire it from the Crown, in the neighborhood more or less close of the chief place of the settlement.

3. Recently, however, as far as I am able to judge from the imperfect information before me, this system has been to some extent, departed from: Compensation Land to settlers at Nelson having been given at Waitohi, which I understand to be locally situated at a considerable distance from the Town of Nelson. What other instances of this kind there may be, I am not aware.

4. By the additional Instructions, which were directed to you at the close of last year, the Crown Land Instructions of 1847 were suspended so far as regards the settlement in question. But neither in these Instructions was any attempt made to define the extent of the several settlements.

5. I have, now, therefore, to instruct you to cause the several settlements of Wellington, New Plymouth, and Nelson to be locally defined, and their boundaries accurately laid down. The territory included in each settlement should be sufficiently extensive, to give fair room for the completion of the settlements by the sale of desirable Land, amounting at least to the number of Acres specified in the terms of purchase, within its limits. When the settlements shall have been completed by the sale of that quantity of Land, (a contingency which the quantity recently granted by way of compensation probably renders distant) the settlements may be regarded as closed and the old land instructions will revive within their local limits.

6. I may here mention that a doubt has been raised whether, in point of fact, some of these settlements have not been completed by the quantity of land granted by way of compensation taken in addition to the quantity sold. But as I do not regard this view, even if it were the legal one, as really satisfying the engagements entered into by the Terms of Purchase, and which the Crown is bound to preserve, I leave all lands not sold on those original terms out of the calculation.

7. It will be unnecessary, in effecting this object, that you should embarrass yourself with the consideration of the boundaries of Provinces. There is no necessity, in my opinion, that any one of these settlements should be *conterminous* with any future Provinces. It will be quite sufficient that their area should be such as to satisfy amply, and so as to leave no room for cavil, the purposes originally proposed by the New Zealand Company with respect to each.

8. I entertain no doubt that the Crown has legally power to define these boundaries, without in any way infringing on those contracts of the Company which it is bound to preserve. But, as it will be necessary that application should be made to Parliament this Session for some powers in relation to these settlements, I shall take the same opportunity, if I find it practicable, of obtaining a clause defining your powers in this re-

spect. In this case it will be enacted that the boundaries of these settlements shall be such as you may define by proclamation.

9 As Otago is under the direction of an Association in this Country it will be more convenient that its case should be kept separate, and I will instruct you respecting it at a future time. That of Canterbury is already provided for by its separate Act of Parliament.

10. I take the same opportunity of desiring you to inform me, as soon as possible, what steps have been taken for extinguishing the Native Titles at New Plymouth.

I have the honor to be, &c.,

(Signed) GREY.

Governor Sir George Grey. K.C.B.

&c. &c. &c.

Downing-street.
31*st May*, 1851.

SIR,—I transmit to you herewith, for your information and guidance, a copy of a letter from the Colonial Land and Emigration Commissioners, together with the answer returned to it by my direction, on the claims of Mr. Rake, and of Mr. White on behalf of the Legatees of the late Mrs. Frances Parsons, for the Compensation Land offered by the New Zealand Company in their Circular letter of the 6th October 1849 to Non-Resident Holders of their Land Orders in the Settlement of Wellington—an offer which applies equally to Purchasers in the New Plymouth Settlement.

I have no doubt you are already in possession of a Copy of that Circular, but I nevertheless enclose a Copy herewith in order that I may call your attention to a point on which it will be necessary you should take some step.

You will perceive that in the 3rd Condition of the Arrangement it is stated that the land to be taken must be selected in any District of which notice shall have been given by the Company's Agent that it is open for selection, within six months after such notice.

This notice, so far as I am informed, has not been issued by the Company's Agent, and I have therefore to instruct you, should you not already have issued it, to give the required notice as soon as you are able to do so. But the "District" in each case must be a District within the local Boundaries of the settlements, which in my Despatch of this date, No. 48 I have informed you must be laid down with as little delay as possible.

I have the honor to be
Sir,
Your most obedient humble servant.

GREY.

Governor Sir George Grey,
&c., &c., &c.

ANNO NONO & DECIMO,
VICTORIÆ REGINÆ.

CAP. 382.

"*An Act to grant certain powers to the New Zealand Company.*"

18th August, 1846.

(Extract.)

LI. And whereas divers Land Orders or Contracts for the Sale or Conveyance of Lands, Tenements, and Hereditaments in *New Zealand* have from Time to Time been issued and made by the Company, but as to which no Conveyances have hitherto been required, and from Deaths of and Dealings by Purchasers various and conflicting Claims to Conveyances under such Land Orders or Contracts may arise; be it enacted, That a Conveyance by the Company or their Trustees in whom the same shall be vested of the Lands, Tenements, and Hereditaments to which any such Land Order or Contract shall relate, for the Estate and Interest thereby contracted to be conveyed remaining unexpired or undetermined at the Time of the Conveyance to the Purchaser or Purchasers named in such Land Order or Contract, on his, her, or their Request, or to any Person or Persons deriving Title from, through, or under such Purchaser or Purchasers, on the Request of such Person or Persons, and on Proof of his, her, or their Title to the Satisfaction (if the Conveyance shall be required in *England*) of the Secretary for the Time being of the Company, and if required in *New Zealand* of a Nominee or Nominees of the Company approved of by the acting Governor of the Colony for the Time being in Writing registered in the Colony according to the Laws for the Time being in force for the Registration of Deeds and Instruments affecting Real Property therein, shall be deemed, both at Law and in Equity, as well in the Colony of *New Zealand* as elsewhere, a full and complete Performance by and on the Part of the Company of the Contract or Obligation contained in or resulting from such Land Order to convey the said Lands, Tenements, and Heredita-

ments, and shall exonerate the Company, their Successors and Assigns, from all Responsibility as to the Disposition of such Lands, Tenements, and Hereditaments, or any of them, or any other Matter or Thing consequent on or resulting from such Conveyance; but, notwithstanding any Rule of Law or Equity to the contrary prevailing in the Colony of *New Zealand* or elsewhere, the Lands, Tenements, and Hereditaments comprised in any such Conveyance shall continue and be subject to such equitable Estates Charges, and Liens, if any, created by the Purchaser or Purchasers named in the Land Order or Contract to which the same shall relate, or any Person deriving Title from, through, or under him, her, or them, as at the Date of such Conveyance shall be subsisting or be then or thereafter capable of taking effect, and the Rights and Interests of the Parties interested as or through the Purchaser or Purchasers named in such Land Order or Contract (*inter se*) shall remain unaffected thereby; and the Costs of and incident to every such Conveyance, and the Proof of such Title, shall be borne by the Person or Persons requiring the Conveyance; provided that in every Case in which the Conveyance shall not be made to the Purchaser or Purchasers named in the Land Order or Contract to which the same shall relate, a Minute of the Evidence of the Title upon which the Conveyance shall have been made shall be entered in a Book to be kept for that Purpose by the Company, as regards Conveyances made in *England* at their only or chief Office in the City of *London* or *Westminster* for the Time being, and as regards Conveyances to be made in *New Zealand* in a Book to be kept for that Purpose by such Nominee or Nominees as aforesaid, to which Books respectively any Person interested or claiming to be interested shall personally, or by Agent or Attorney, at all seasonable Times have Access, and shall have free Liberty to inspect the same, and to take Extracts therefrom, without Fee or Reward: Provided also, that nothing herein contained shall authorise a Conveyance by the Company or their Trustees to any Purchaser or Purchasers named in any Land Order or Contract, who may have absolutely transferred his Interest thereunder, and of which Transfer the conveying Party shall have express Notice at the Time of the Conveyance, or to any Purchaser or Purchasers named in any Land Order or Contract who shall not produce and deliver up to the Company, or their Trustees, Agents, or Attornies, upon the Execution of the Conveyance, the Land Order or Contract, and Duplicate thereof, issued by the Company to which the Conveyance shall refer, or who shall not account for the Absence or Loss thereof to the satisfaction, as to a Conveyance executed in *England* of the Secretary forthe time being of the Company, and as to a Conveyance executed in *New Zealand* of such Nominee or Nominees as aforesaid.

Colonial Secretary's Office,
Wellington, 14th Jan., 1852.

HIS EXCELLENCY the Governor-in-Chief has been pleased to direct that the following "Act to alter and amend an Act empowering the Canterbury Association to dispose of certain Lands in New Zealand," be published for general information.

By His Excellency's Command,
ALFRED DOMETT,
Colonial Secretary.

ANNO DECIMO QUARTO AND DECIMO QUINTO
VICTORIÆ REGINÆ.

CAP. LXXXIV.

"*An Act to alter and amend an Act empowering the Canterbury Association to dispose of certain Lands in New Zealand.*

7th August, 1851.

WHEREAS an Act was passed in the Session of Parliament holden in the Thirteenth and Fourteenth Years of the Reign of Her present Majesty, Chapter Seventy, which said Act recites certain Letters Patent dated the thirteenth Day of November in the Thirteenth Year of the Reign of Her present Majesty, incorporating the said Association, and also a certain Agreement dated the First Day of December One thousand eight hundred and forty-nine, between the said Association and the *New Zealand* Company: And whereas by the said Letters Patent the said Association are empowered from Time to Time to make Byelaws, and alter and revoke the same, as in the said Letters Patent mentioned: And whereas it is expedient to alter and amend some of the Provisions of the said recited Act, and to provide for the better and more effective Regulation of the Proceedings of the said Association, and to confer additional Powers upon the said Association with respect to the Land in the said

Settlement: Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Power to Canterbury Association to impose Penalties for Breach of Byelaws.

I. That it shall be lawful for the said Association by their said Byelaws to impose such reasonable Penalties upon all Persons, being Members, Officers, or Servants of the said Asssociation, offending against such Byelaws, as the said Association may think fit, not exceeding Five Pounds for any One Offence.

Byelaws to be exhibited.

II. That such Byelaws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the said Association, and a Copy thereof shall be hung up and continued on some conspicuous Part of the principal Office or Premises of the said Association, so as to give public Notice thereof to the Parties interested therein or affected thereby; and such Copy shall from Time to Time be renewed as often as the Byelaws thereon, or any Part thereof, shall be obliterated or destroyed, and such Copy of the Byelaws shall be approved by One of Her Majesty's Principal Secretaries of State; and no Penalty imposed by any such Byelaw shall be recoverable unless the same shall have been published and kept published in manner aforesaid.

Byelaws to be so framed that Penalties may be mitigated.

III. That all the Byelaws made by the said Association shall be so framed as to allow the Justices before whom any Penalty imposed thereby may be sought to be recovered as herein-after provided to order a Part only of such Penalty to be paid, if such Justices shall think fit.

As to Recovery of Penalties.

IV. That any Penalty imposed by any such Byelaw may be recovered by summary Proceedings before Two Justices, in the Manner provided for the Recovery of Penalties or Forfeitures in and by "The Companies Clauses Consolidation Act, 1845" with the like Power of Appeal given by the said last-mentioned Act.

Evidence of Byelaws.

V. That the Production of a written or printed Copy of the Bye-laws of the said Association, having the Common Seal of the said Association affixed thereto, shall be sufficient Evidence of such Bye-laws in all cases of Prosecution under the same, and in all Courts, and before all Judges, Justices, and others.

Proceedings to be entered in Books, to be signed by the Chairman, and to be Evidence.

VI. That the Committee of Management of the said Association in the said Letters Patent mentioned shall cause Notes, Minutes, or Copies, as the case may require, of all Appointments made or Contracts entered into by the said Committee of Management or any Sub-Committee, and of the Orders and Proceedings of all Meetings of the said Association, and of the said Committee of Management, and of Sub-Committees, to be duly entered in a Book or Books to be from time to time provided for the purpose, which shall be kept under the superintendence of the said Committee of Management; and every such Entry shall be signed by the Chairman of such Meeting, and such Entry, so signed, shall be received as Evidence in all Courts, and before all Judges, Justices, and others, without proof of such respective Meetings having been duly convened or held, or of the persons making or entering such Orders or Proceedings being Members of the said Association, or of the said Committee of Management, or of any Sub-Committee respectively, or of the Signature of the Chairman, or of the Fact of his having been Chairman, all of which last mentioned matters shall be presumed, until the contrary be proved.

Power for Association to constitute a Managing Committee in the settlement of Canterbury, and to delegate authority to them.

VII. That it shall be lawful for the said Association from time to time, by writing under their Common Seal, to appoint persons, being Members of the said Association, to be and act as Members of a Managing Committee of the said Association within the said settlement, and such Managing Committee shall have, exercise, and enjoy within the said settlement all such functions, rights, powers, and authorities as the said Association shall, by any writing under their Common Seal from time to time, vest in and confer upon them, with power to the said Association from time to time to revoke, alter, and vary the same: Provided always, that such Managing Committee shall not have, exercise, or enjoy any functions, rights, powers, or authority other than such as the said

Association by virtue of the powers vested in them may lawfully have, exercise, and enjoy within the said settlement.

Power to reserve and appropriate Land for public purposes.

VIII. That it shall be lawful for the said Association and they are hereby empowered, from Time to Time, by Deed under the Common Seal of the said Association, to reserve and appropriate for any of the Purposes to which the Funds of the said Association are by the said Letters Patent made applicable, any Part or Parts of the Land in the said Settlement, being at the Time unsold and unappropriated; and every such Deed shall declare the Purpose for which the Land therein mentioned is intended to be reserved and appropriated; and upon due Execution of every such Deed the Land therein mentioned shall vest in and be held by the said Association, in turst for the Purposes therein declared: Provided always, that for every Acre of Land so reserved and appropriated as aforesaid that Part of the Funds of the said Association which under the said Letters Patent and the said recited Act is or shall be applicable to the Purpose for which such Land is declared to be reserved and appropriated shall be charged with and subject to the Payment of a Sum of Money equal to the current Price of every such Acre considered as sold to an ordinary Purchaser, and the said Money shall be distributed and appropriated in the same Manner as Money arising from ordinary Sales of Land by the said Association: Provided also, that it shall not be lawful for the said Association to reserve and appropriate Land as aforesaid unless the said Part of the said Funds in the Hands of the said Association for the Time being applicable as aforesaid is sufficient to pay a Sum equal to the Price of such Land considered as sold to an ordinary Purchaser, after deducting the Amount which would be appropriated to such Part of the said Funds on such Distribution as aforesaid.

Power to grant Timber Licenses.

IX. That it shall be lawful for the said Association and they are hereby exclusively empowered to grant Licenses for cutting, felling, and carrying away timber growing upon the said unsold and unappropriated part of the said Land; and the Money arising from the granting of such Licenses shall be applied by the said Association in the same manner as the Money arising from Licenses for Pasturage granted under the powers of the said recited Act.

Powers of the Association to prepare for Occupation unappropriated Land of the Settlement, and to determine Disputes respecting Enjoyment of Licences.

X. And whereas it is expedient that the said Association should be empowered to prepare for Occupation the unsold and unappropriated Part of the Land in the said Settlement, and to regulate and control the Use by Licence of the said part of the said Land in the Manner hereinafter mentioned: Be it enacted, That it shall be lawful for the said Association to survey, improve, and prepare for Cultivation and the Reception of Settlers, any Lands in the said Settlement which may for the Time being remain unsold and unappropriated, and for all or any such Purposes in or upon any such Land to enter, and make and construct Roads, Railroads, Canals, Drains, Bridges, Ferries, and other internal Communications, and Docks, Buildings, and Works necessary or expedient for the Occupation or Improvement of any such Lands, and from Time to Time to change, remove, or vary the same, and also to alter, divert, and deepen the Channels of Rivers and Streams, and to make Locks, Dams, and Weirs therein, and further, that it shall be lawful for the Association, along the Coast within the Limits of the said Settlement, and as well below as above Low-water Mark, to make, build, erect, construct, and lay down Piers, Moles, Breakwaters, Quays, Lighthouses, Beacons, Harbours, Buoys, and Moorings, and all such other Works and Buildings as they may from Time to Time deem expedient, with Power to change, remove, or vary the same or any Part thereof, and generally that the said Association shall have over the said unsold and unappropriated Lands of the said Settlement, and over the Waters and Watercourses thereof, all such Rights, Powers, and Authorities, for all and every the Purposes aforesaid, as Her Majesty, Her Heirs and Successors, can or may have, so long as the same shall respectively remain unappropriated and undisposed of by the said Association; and that it shall be lawful for the said Association to regulate and control the Use of the said Land enjoyed under Licences for Pasturage, or cutting felling, and carrying away Timber, by them granted, under the Powers of the said recited Act or this Act respectively, and in case of Disputes between the Holders of such Licences, or between

them and the said Association or other Persons, with respect to the Enjoyment of the Rights conferred by such Licences, to decide and determine such Disputes; and every such Decision and Determination of the said Association shall be final and conclusive, and binding upon the Parties affected thereby.

Further Grants of Land to be subject to prior Provisions respecting the Settlement.

XI. That if at any time during the continuance of the Powers of the said Association Her Majesty, Her Heirs or Successors, shall authorize the Governor for the time being of the Colony of *New Zealand* to grant, under the public Seal of the said Colony, any other Waste Lands in the said Colony, or shall otherwise declare, such declaration to be signified by writing under the hand of one of Her Majesty's Principal Secretaries of State, that any other lands therein situate shall be added to the lands comprised in the said Settlement, all such lands shall thereupon become part and parcel of the said Settlement, and the said Association shall thenceforth have over all such lands the same disposing and all other powers and authorities as they shall have over the lands then comprised in the said Settlement, and all such lands shall be thereupon dealt with and disposed of by the said Association in the same manner, and under the same restrictions, and considered in all respects, as if the same had originally formed part of the Settlement, and had been included in the Provisions of the said recited Act and of this Act.

Extent of Act.

XII. That this Act shall extend to and be in force in the said Colony of *New Zealand* and its Dependencies.

Colonial Secretary's Office,
Wellington, 16th January, 1852.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments in the Customs Department of the Province of New Munster.

Port of Wellington.

MR. CHARLES EDWARD COOPER,

to be Clerk and Warehouse Keeper.

Port of Nelson.

MR. ARCHIBALD HITCHINS SPICER,

to be Clerk and Warehouse Keeper. Both appointments to date from the day of entering upon their duties.

By His Excellency's command,

ALFRED DOMETT,
Colonial Secretary.

AMOUNT OF THE NOTES IN CIRCULATION AT THE OFFICE OF THE "COLONIAL BANK OF ISSUE" AT WELLINGTON, ON THE 10TH DAY OF JANUARY, 1852.

Amount of Notes in Circulation on the 10th day of January, 1852, being the close of the preceding four weeks:—

£5 and upwards.....	£ 925	0	0
Under £5	6863	0	0
Total.....	7788	0	0

Total Amount of Coin held at the said Office, on the same day:

Gold.....	£1866	0	0
Silver	1922	0	0
Total.....	£3788	0	0

I, HENRY W. PETRE, Colonial Treasurer, do certify that the above is a true Account as required by the Ordinance No. 16, Session 8.

Colonial Treasury,
Wellington, 12th January, 1852.

HENRY W. PETRE,
Colonial Treasurer.

The sum of Four Thousand Pounds has been invested under the Warrant of His Excellency the Governor-in-Chief, in the Public Funds in England, through the Commissariat Department, by arrangements made through the Lords Commissioners of her Majesty's Treasury.

HENRY W. PETRE,
Colonial Treasurer.

Printed at the "Independent" Office.