



NEW ZEALAND
GOVERNMENT GAZETTE.
PROVINCE OF NEW ULSTER.

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.

By His Excellency's Command,

ANDREW SINCLAIR, Colonial Secretary.

VOL. IV. AUCKLAND, TUESDAY, APRIL 15, 1851. No 9.

Colonial Secretary's Office,
Auckland, 14th April, 1851.

HIS Excellency the Governor-in-Chief has been pleased to direct the publication of the following Despatch, with its enclosures, for general information.

By His Excellency's command,
ANDREW SINCLAIR,
Colonial Secretary.

No. 48.

Downing Street, 5th August, 1850.

SIR,—I transmit to you a correspondence which has taken place between myself and the Directors of the New Zealand Company.

2. You will observe that in consequence of the Directors having given this notice on the 5th of July, the last day allowed by the Act, it has been impossible to make any previous arrangements respecting the mode of the transfer of their lands to the Crown. Those lands actually became demesne lands on the 5th July, by virtue of the Act, and on the same day the Instructions of 1846, respecting the Crown lands, became again in force in the Southern Province.

3. Under these circumstances, it is not possible for me as yet to convey to you more than the general direction, that it is the wish of Her Majesty's Government that any *bona fide* dealings which may have taken place with those lands, since the 5th of July, under the management of the Company's Agents, and which may be at variance with the Instructions in question, should be, as far as possible, respected, and such measures taken to legalize them

as may appear necessary, referring to me for directions whenever it does not appear to you that the local authorities possess the necessary powers for this purpose.

4. As the cessation of the Company's powers on the 5th of July was a contingency which must have been in the contemplation of all parties to such dealings, it is not probable that much has been done in this way which will require to be thus rendered valid; nor is it my wish to give you any positive orders upon the subject until further information reaches me, but to indicate only the general views which are to be followed.

5. As the whole of the Company's lands, under the terms of the Act, became, on the 5th of July, "demesne lands," and consequently subject to the Instructions, I have thought it advisable, in order to remove any doubts which might arise, to cause a modification to take place in those Instructions, so as to exempt from the operation of the Regulations relative to sales by auction, all the lands comprised in the Company's various Settlements, and the amended Instruction will reach you as soon as it can be formally passed.

I have, &c.,
(Signed) GREY.

(COPY.)

No. 1.

New Zealand House,
4th July, 1850.

MY LORD,

By desire of the Court of Directors of the New Zealand Company, I do myself the honor to transmit to your Lordship the undermentioned documents, viz. :—

1. An Extract from the Resolutions adopted at to-

day's adjourned Annual General Court of the Proprietors of the Company: and,

2. A Notice under the Company's corporate seal, in pursuance of the provisions of the 19th Section of the Act 10 and 11 Victoria, Chapter 112.

I have, &c., &c.,
(Signed) T. C. HARRINGTON.
The Right Honorable,
The Earl Grey,
&c., &c., &c.

COPY.
(EXTRACT)

At an adjourned General Court of the Proprietors of the New Zealand Company, held at the Company's House, in Broad Street Buildings, London, on Thursday the 4th day of July, 1850,

HENRY AGLIONBY, Esq., M.P.,
Deputy-Governor, in the Chair;

Resolved,

That in accordance with the recommendation contained in the Directors' Report, the Court of Directors be empowered and required to give notice to Her Majesty's Principal Secretary of State for the Colonies, that the Company is ready to surrender its Charters to Her Majesty, as provided for by the 19th Section of the Act 10 and 11 Victoria, Chapter 112, and subject to the provisions and conditions therein contained.

That in giving the notice an earnest representation be addressed to Her Majesty's Government on the following points:—

1st. That the Surrender of the Company's Charters on the terms the 10 and 11 Victoria, Chapter 112, Section, 19, is a course forced on the Shareholders by a hard and cruel necessity, which, from causes beyond their control, admit no delay, and precludes all opportunity for those explanations which they believe would, if fairly considered, induce Her Majesty's Government to abstain from availing themselves of the powers vested in them by law.

2nd. That the abandonment or suspension of such power and the adoption of the course suggested by the Directors in their letter of the 18th ultimo, is equally demanded by a consideration of the interests of the Colonists and by justice to the Company.

3rd. That the refusal to comply with the suggestion, contained in the reply of Mr. Hawes of 1st July, is apparently founded on a misapprehension by Earl Grey, of the real nature of the request submitted, as well as of the intentions of the Directors as expressed in their letter, inasmuch as it was not an application for positive pecuniary assistance, but for a contingent guarantee only.

4th. That for these and other reasons, the Shareholders confidently rely that Her Majesty's Government will not avail themselves of the legal formality which compels the Shareholders for their protection to intimate *this day* their readiness to surrender their Charter, but will receive in a candid spirit a further explanation of the causes that have prevented the realisation of the expectations on which the Agreement of 1847 was founded, and will enter frankly into an equitable re-consideration of the whole case, before they proceed to the exercise of the powers with which they become legally invested by the notice now resolved to be given.

5th. That in accordance with the suggestion in the Directors' Report, a Committee be appointed to cooperate with the Directors for the purpose of urging the legal and equitable claims and rights of the Company upon Her Majesty's Government, and that Messrs Buckle, Drane, Frederick Young, Watson, and General Briggs constitute such Committee.

6th. That all expenses of the establishments of the New Zealand Company cease from the present time, except those absolutely necessary for carrying on the functions for which the Company will continue to exist, and that the requisite instructions be sent to the Principal Agent by the "*Phæbe Dunbar*."

That this Meeting be adjourned to Tuesday the 16th instant, at Twelve o'clock, at this place, for the purpose of receiving the Report of the Committee and for

filling up the vacancies in the Direction, if at such adjourned Meeting the Shareholders shall think proper so to do.

True Extract.
(Signed) H. A. AGLIONBY,
Chairman.

(COPY.)

To the Right Honorable the Earl Grey, Her Majesty's Principal Secretary of State for the Colonies.

The Directors of the New Zealand Company, in exercise of the power in that behalf given and reserved by the Act of the 10th and 11th Victoria, Chapter 112, intituled "An Act to promote Colonization in New Zealand, and to authorize a Loan to the New Zealand Company," do, by this present Instrument in writing under the Seal of the New Zealand Company, give notice to Her Majesty's Principal Secretary of State for the Colonies, that they are ready to surrender the Charters of this Company to her Majesty and all claim and title to the lands granted or awarded to them in New Zealand.

Sealed this 4th day of July, } (Seal)
1850.

By Order of the Court,
(Signed) THOMAS CUTHBERT HARRINGTON,
Secretary.

(COPY.)

No. 2.

New Zealand House,
5th July, 1850.

MY LORD,

By desire of the Directors of the New Zealand Company, I do myself the honour to enclose, for your Lordship's information, a copy of the instructions which it is intended to transmit—by the ships *Phæbe Dunbar* and *Camilla*, now under despatch—to the Company's Agents in New Zealand, directing them to give effect to the Notice under the 19th Section of the Act 10th and 11th Victoria, c. 112, which I had the honour to forward to your Lordship yesterday.

I have, &c.,
(Signed) T. C. HARRINGTON,
The Right Honorable,
The Earl Grey,
&c., &c., &c.

(Copy.)
WELLINGTON.

New Zealand House,
Broad Street Buildings,
5th July, 1850.

SIR,

By my previous communications, more especially by the Despatches of 1st February, and 1st of June last, Wellington Nos. 5—50, 35—50, you will have been prepared for the possible discontinuance of the colonizing operations of the Company, as, on this day, the copy which I have now the honor to inclose of the proceedings at the adjourned General Court of Proprietors yesterday will show you. I am sorry to say that this event has actually taken place. In compliance with the Resolutions then adopted, a notice was yesterday transmitted to the Secretary of State for the Colonies (a copy of which is inclosed), in pursuance of the provisions of the 19th Section of the Act 10 and 11 Victoria, c. 112.

You will be pleased therefore immediately on receipt of this Despatch to take steps for bringing every open transaction to a close, taking care to incur no expense which can be legally avoided, and no new expense whatever.

The shortness of the time has not permitted any communication of the wishes of Lord Grey as to the manner in which the lands of the Company are to be placed at the disposal of the Crown, but all expenses attending such proceeding will of course be defrayed by the Government.

It is scarcely necessary to add that the notice above referred to will of course have determined the powers held by yourself and the other Agents of the Com-

pany, under your respective appointments, except so far as may be necessary for carrying out the instructions contained in this Despatch.

So far also as the Directors can at present see, the whole of the Salaries must cease on the 31st of December next, and you must therefore consider them as ceasing accordingly.

On the subject of Conveyances, I shall have the honor of addressing you separately, after learning the views of the professional advisers of the Crown.

I have, &c.,
(Signed) T. C. HARRINGTON,
Secretary.

P.S.—A Copy of this Despatch is transmitted to each of the Resident Agents at Nelson, New Plymouth, and Otago, with instructions to give it immediate effect.

William Fox, Esq.,
Principal Agent of the
New Zealand Company,
Wellington.

(Copy.)
Colonial Office,
13th July, 1850.

SIR,

I am directed by Earl Grey to acknowledge your letter of the 5th of this month, inclosing a letter addressed by you under the orders of the Directors of the New Zealand Company, announcing their delivery of the notice of the intended surrender of their Charter to the Secretary of State.

2. Lord Grey thinks it necessary to point out to the Directors that the statement of that letter that the expenses attending the transfer of the Company's land to the Crown "will, of course, be defrayed by the Government," is one to which he cannot pledge Her Majesty's Government by the apparent consent which would be involved in a simple acknowledgment, until this and other questions pending between Her Majesty's Government and the Company have been investigated.

3. He is also not aware of the particular point to which the last paragraph of the letter applies, as no questions have as yet been addressed by him to the professional advisers of the Crown on the subject of Conveyances, nor has he received any application from the Directors to do so.

4. With these exceptions, Lord Grey has no observation to make on your letter, and proposes to transmit a copy of this correspondence to the Governor of New Zealand with a Despatch of which he encloses a copy for the information of the Directors and for any remarks on their part, but which he is anxious to send by the earliest opportunity.

I have, &c.,
T. C. Harrington, Esq.

(Copy.)
Colonial Office,
13th July, 1850.

SIR,

I am directed by Earl Grey to acknowledge your letter of the 4th of this month, enclosing a notice under the Seal of the New Zealand Company, that they are ready to surrender the Charter of the Company to Her Majesty and all claim or title to the lands granted or awarded to them in New Zealand: and to state that his Lordship is ready to receive the Charters on the part of Her Majesty whenever they are delivered to him by the officers of the Company to whom that duty is committed.

2. In reference to the Resolutions enclosed in this letter, expressing hopes that Her Majesty's Government will receive and pay their attention to further explanations of the causes which have prevented the realization of those expectations on which the agreement of 1847 was founded, I am to request that you will convey to the Directors Lord Grey's assurance that he will not fail to give any statements on that subject which he may receive from the Directors, or other authorized parties, his best consideration.

3. But inasmuch as by the mere effect of the Act, certain duties and liabilities appear to become at once imposed on Her Majesty's Government by the receipt of the notice at the latest period which the Act allowed, it appears to his Lordship essential that he should ascertain with as little delay as possible the actual position in which Her Majesty's Government is placed thereby.

4. Under Section 19 of the Act, the lands of the Company revert to the Crown. "subject to any contracts which shall then be subsisting in regard to any of the said lands." Lord Grey would therefore be glad to receive an account, whenever the Directors are able to complete the necessary investigation, of the contracts with other parties besides Her Majesty's Government, to which any of these lands are (in the view of the Directors) now subject.

5. Under the same Section and under the agreement of April 1847, Her Majesty's Government become on the one hand subject to the condition of satisfying any liabilities to which the Company may be liable under the existing engagements, with reference to the settlement at Nelson, or any liabilities contracted with the consent of the Commissioner: and on the other hand, Her Majesty's Government take the Company's assets. Lord Grey would therefore be glad to be furnished in the same manner, as soon as the Directors find it in their power so to assist him, with an account of these liabilities and of these assets.

6. Lord Grey would farther propose that so long as the Directors continue to exercise the power with which Section 19 invests them, for the purpose of winding up the affairs of the Company, some gentlemen deputed by his Lordship should be placed in communication with them, in order to facilitate those arrangements for which the consent of the Secretary of State may seem to be required, or of which it is essential that Her Majesty's Government should be kept informed. Of course any gentleman so authorized could exercise no powers, nor would his Lordship suggest that he should in any way interfere with the proceedings of the Directors, or be present at their deliberations, except when they themselves think it advisable for the above-mentioned purposes. And as Lord Grey is happy to understand that Mr. Cox has performed the duties of Her Majesty's Commissioner so long as they lasted in a manner satisfactory to the Directors, he proposes that Mr. Cox should for the present continue to afford his services in the manner here specified.

I have, &c.,
(Signed)
T. C. Harrington, Esq.

Colonial Secretary's Office,
Auckland, 14th April, 1851.

HIS Excellency the Governor-in-Chief has been pleased to direct the publication of the following Act of the Imperial Parliament relating to the disposal of Lands in the Canterbury Settlement, for general information.

By His Excellency's command,
ANDREW SINCLAIR,
Colonial Secretary.

ANNO DECIMO TERTIO & DECIMO QUARTO
VICTORIÆ REGINÆ.

CAP. LXX.

An Act empowering the Canterbury Association to dispose of certain Lands in New Zealand. [14th August, 1850.]

WHEREAS by Letters Patent dated the Twelfth Day of February in the Fourth Year of the Reign of Her present Majesty certain Persons therein named were constituted a Body Corporate, with perpetual Succession and a Common Seal, by the Name

of "The New Zealand Company," for the Purpose of purchasing, acquiring, and alienating lands within Her Majesty's Colony of New Zealand and its Dependencies, and for other the Purposes therein set forth: And whereas Her Majesty on the Twenty-third Day of December One thousand eight hundred and forty-six issued under Her Majesty's Sign Manual and Signet certain Instructions accompanying the New Zealand Charter of the same Date, and providing amongst other things in the Thirteenth Chapter thereof for the Settlement of the Waste Lands of the Crown in the said Colony of New Zealand, and on the Twenty-seventh Day of January One thousand eight hundred and forty-nine issued certain additional Instructions in relation to the said Lands: And whereas by an Act passed in the Session of Parliament holden in the Tenth and Eleventh Years of the Reign of Her said Majesty, intituled, An Act to promote Colonization in New Zealand, and to authorize a Loan to the New Zealand Company, after enacting that the Provisions relating to the Settlement of the Waste Lands of the Crown contained in the Thirteenth Chapter of the said Instructions, with the exceptions therein mentioned, should be suspended and of no Force and Effect within the Province of New Munster in the said Colony of New Zealand until the Fifth Day of July in the Year One thousand eight hundred and fifty, and during such further Time as should be directed by Parliament, and that all the Demesne Lands of the Crown in the said Province of New Munster, and all the Estate and Right of Her Majesty therein, or Power and Authority over the same or any Part thereof, should from and immediately after the passing of the said Act, and during the Suspension of the said Instructions, be absolutely and entirely vested in the said New Zealand Company, in trust, to sell or otherwise dispose of the same as therein mentioned, and after reciting that it was expedient to provide for the contingency of the New Zealand Company finding themselves unable to continue their Proceedings with Profit to themselves and Benefit to the said Colony, it was enacted, that if the Directors of the said Company should give Notice to One of Her Majesty's Principal Secretaries of State, within Three Calendar Months next after the said Fifth Day of April One thousand eight hundred and fifty, by any Instrument under the Seal of the Company, that they were ready to surrender the Charters of the said Company to Her Majesty, and all claim and title to the Lands granted or awarded to them in the said Colony, all the Powers and Privileges of the said Company (except as therein provided) should cease and determine, and all the Lands, Tenements, and Hereditaments of the said Company in the said Colony should thereupon revert to and become vested in Her Majesty as Part of the Demesne Lands of the Crown in New Zealand, subject nevertheless to any contracts which should be then subsisting in regard to any of the said Lands, and upon certain other conditions therein provided: And whereas by Letters Patent dated

the Thirteenth Day of November in the Thirteenth Year of the Reign of Her present Majesty certain Persons therein named were constituted a body corporate, with perpetual succession and a common seal, by the name of "The Canterbury Association," for founding a Settlement in New Zealand, and were empowered to purchase, hold, and alienate Lands in the said colony of New Zealand and its Dependencies: And whereas by an Agreement dated the First Day of December One thousand eight hundred and forty-nine between the said "Canterbury Association" and the said New Zealand Company the said New Zealand Company agreed to reserve as the Site of the Canterbury Settlement therein mentioned, and to place at the sole disposal of the said Canterbury Association, the Lands described in the Schedule hereto annexed, during the Term of Ten Years from the Date thereof, subject to the Payment by the said Association of such Sums of Money and the Performance of such conditions as therein mentioned: And whereas the said Association, with a view of founding their said intended Settlement in New Zealand, issued a certain Document entitled "Terms of Purchase of Lands within the Canterbury Settlement," whereby, amongst other things, certain benefits were reserved to certain persons therein described as the first body of colonists, being such persons as might become Purchasers of Land to an Extent not exceeding One hundred and one thousand Acres before the First Day of July One thousand eight hundred and fifty: And whereas the Directors of the said New Zealand Company have duly given Notice, in pursuance of the said Act, of their being ready to surrender the charters of the said company in manner prescribed by the said Act, and all the Lands, Tenements, and Hereditaments of the said company in the said colony including those described in the said Schedule have thereupon reverted to and become vested in Her Majesty as part of the Demesne Lands of the Crown in New Zealand, subject nevertheless to any contracts then subsisting in regard to any of the said Lands and to certain other conditions therein mentioned: And whereas it is expedient to provide for the said Association having the Disposal of the Lands described in the said Schedule for such Time and subject to such conditions as are hereinafter mentioned: 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, That neither the thirteenth chapter of the said Instructions, dated the Twenty-third Day of December One thousand eight hundred and forty-six, nor the said additional Instructions of the Twenty-seventh Day of January One thousand eight hundred and forty-nine, shall henceforth apply to the Lands described in the said Schedule during the period hereinafter provided.

II. And be it enacted, That during the term of ten years, and such further term of years as

one of Her Majesty's Principal Secretaries of State may, by writing under his hand, declare, as hereinafter provided, the said Association shall have power, by instrument under their common seal, to dispose of and convey all or any part of the lands described in the said Schedule, either by way of absolute sale to purchasers for estates in fee simple, or by granting licences for the pasturage of the same, but subject to the conditions following, and to the terms of purchase now or at any time existing respecting the same as hereinafter mentioned :

1. That, with the exception of such land as has already been or may hereafter be selected by the agent of the Association for the site of the capital town, and of harbour and port towns, and of such land as may be reserved by the Association for works of public utility under the terms of purchase herein-before mentioned, all the lands shall be open for purchase as rural land.
2. That the extent of a Rural Allotment shall not be less than Fifty Acres, and the Extent of a Town Allotment in the Capital Town shall be One Half Acre, and in other Towns One Quarter of an Acre.
3. That the Land shall be sold at not less than the following Sums ; that is to say, Rural Land at not less than Three Pounds *per Acre*, including the Sums contributed for special Purposes ; an Half Acre Allotment in the Capital at not less than Twenty-four Pounds, and a Quarter Acre of Allotment in other Towns at not less than Twelve Pounds, including such Sums as aforesaid.
4. That all Land for the Time being remaining unsold shall be open, under Licence, for Pasturage Purposes, at the Rate of Twenty Shillings *per Annum* for every Hundred Acres.
5. That One Sixth part of the whole Produce of such Sales, and of the Sums received for Licences for Pasturage, be paid by the said Association to Her Majesty, Her Heirs and Successors, such Payments to be made at such Times and to such Persons as one of Her Majesty's Principal Secretaries of State shall by Writing under his Hand determine, (saving nevertheless all such Rights as the *New Zealand Company* may possess, as herein-after mentioned, under the said recited Act of the Tenth and Eleventh Years of Her Majesty's Reign, to any Payments out of Sales of Demesne Land of the Crown in *New Zealand*.) and the Receipt of any One of Her Majesty's Principal Secretaries of State shall be a complete discharge to the said Association for the moneys paid to him.
6. That during the said term of ten years, or further extended term as aforesaid, the said Association shall make Sale of Land in the said Settlement to the value in each year from the First Day of March One thousand eight hundred and fifty of such

sum as, taken together with all sums paid previously thereto, shall yield an average yearly sum of not less than fifty thousand pounds, until the whole of the said tract be sold, or the said period of ten years, or such extended term as aforesaid, expire.

III. And be it enacted, That for the more convenient carrying on of their business in the said Settlement it shall be lawful for the said Association during the continuance of such term, or extended term as aforesaid, by any deed or instrument in writing under their common seal, from time to time to constitute and appoint any persons to be while actually within the said Settlement, and for such period, if any, as the Association may think fit, the Attorneys of the said Association, to make and execute in the Name and on the Behalf of the said Association any such Conveyances, Deeds, or Instruments as the said Association are empowered to make and execute of any of the Lands of the said Settlement, and over and in respect of which the said Association may at any Time have any disposing or other Power or Authority whatsoever, subject to the Provisions of this Act, and from Time to Time as Occasion may require, and as to the said Association may seem meet, but not otherwise, and further to revoke any such Deed or Instrument if the said Association think expedient, and to make any other Deed or Instrument in lieu thereof, all which Conveyances, Deeds, and Instruments whatsoever to be made and executed by such Attorneys shall be under the Signature of such Attorneys, and under such Duplicate Seal as hereinafter mentioned.

IV. And be it enacted, That the said Association shall and may have their Common Seal, executed in Duplicate, with Power to alter, vary, break, and renew such Duplicate, and that it shall be lawful for the said Association to commit the same to the Custody of the Attorneys for the Time being constituted and appointed as aforesaid for the purpose of making and executing all such Conveyances, Deeds, and Instruments whatsoever ; and every Conveyance, Deed, and Instrument made and executed by such Attorneys, shall be as valid and effectual in Law to all Intents and Purposes whatsoever as if the same had been duly made and executed by the said Association, without the Intervention of such Attorneys.

V. And be it enacted, That all Conveyances, Deeds, and Instruments whatsoever, signed or purporting to be signed by such Attorneys as aforesaid, and under the Seal for the Time being committed to such Attorneys, shall be *prima facie* Evidence, not only of the Appointment and Continuance in office of such Attorneys, but also of their Signatures thereto, and the due sealing thereof with the Seal committed to such Attorneys, and that it shall be the Duty of all Courts of Justice, Justices, and others, as well within as without any of Her Majesty's Colonies, to receive the same as such *prima facie* Evidence.

VI. Provided nevertheless, and be it enacted,

That not less than Two Persons shall be constituted and appointed such Attorneys as aforesaid by any Deed or Instrument in Writing as aforesaid, and that if in any Deed or Instrument more than Two persons are appointed, any Two of the Persons so appointed, whether they alone of the Persons so appointed, shall have accepted or shall continue in Office or not, shall, unless the contrary be provided by such Deed or Instrument, be as fully competent to act in all respects as the whole Body of Persons thereby appointed.

VII. And whereas in the said recited Act of the Tenth and Eleventh of *Victoria* it was enacted, that upon such Reversion to Her Majesty of the Lands belonging to the said Company as aforesaid, amongst other things, there should be charged upon and paid to the New Zealand Company out of the Proceeds of all future Sales of the Demense Lands of the Crown in New Zealand after certain Deductions a Sum of Money, with Interest thereon, as therein mentioned; now be it enacted, That, notwithstanding anything in the said Act contained, the remaining Five Sixth Parts of the whole produce of such Sales and Licenses as aforesaid shall be retained by the said Association and no Part thereof shall be available to the Purposes in the said Act mentioned, but the whole thereof shall be subject to the Provisions contained in the said agreement of the First Day of *December*, One thousand eight hundred and forty-nine, and in the Terms of Purchase now existing, or in such Terms of Purchase as may at any time be made as hereinafter provided.

VIII. And be it enacted, That if the said Association should at any Time during the said Term of Ten Years, or such extended Term as aforesaid, omit or neglect to observe, perform any of the Conditions aforesaid, One of Her Majesty's Principal Secretaries of State may, if he shall think fit, by Writing under his Hand declare that the power of Disposition over the Lands in the said Schedule hereby given to them has determined; but no Purchaser or Licensee shall be bound to inquire as to the Fulfilment of any of the said Conditions, or the Regularity of any Sale made or Licence granted by the said Association, and all Sales made and Licences granted by the said Association shall, so far as the Safety of Purchasers or Licensees is concerned, be deemed to be within the aforesaid Power.

IX. And be it enacted, That during the said Term of Ten Years, or such extended Term as aforesaid, the said Association shall have power and authority from Time to Time to make and issue Terms of Purchase and Licence of Lands within the said Settlement, and at any Time to alter, vary or modify the same, or to re-make and re-issue such Terms: Provided always, that any such Terms of Purchase and Licence shall not be repugnant to the Provisions of this Act; and provided also, that the same be approved by One of Her Majesty's Principal Secretaries of State.

X. And be it enacted, That One of Her

Majesty's Principal Secretaries of State may, on the application of the said Association made under their Common Seal at any Time during the said Ten Years, by Writing under his hand as aforesaid, extend the said Term of Ten Years for such further Time as he in his Discretion may think fit.

XI. And be it enacted, That nothing herein contained shall prejudice the Rights of the Said First Colonists under the Terms of Purchase first herein-before mentioned, or of any Person or Persons entitled or claiming to be entitled to any of the Lands described in the said Schedule by virtue of any Deed or Contract made or entered into previously to the passing of this Act.

XII. And be it enacted, That at the Expiration or sooner Determination of the said Term of Ten Years, or such extended Term as aforesaid, all Lands (if any) comprised in the said Schedule hereto, then remaining undisposed of by the said Association, shall be at the disposal of Her Majesty in the same Manner as other Demense Lands of the Crown in New Zealand.

XIII. And be it enacted, That this Act may be amended or repealed by any Act to be passed in this Session of Parliament.

THE SCHEDULE TO WHICH THIS ACT REFERS:

All that Tract of waste and unappropriated Land, formerly in the Possession of the New Zealand Company, situated in the Middle Island of New Zealand, being bounded by the Snowy Range of Hills from Double Corner to the River Ashburton, by the River Ashburton from the Snowy Hills to the Sea, and by the Sea from the Mouth of the River Ashburton to Double Corner, and estimated to contain 2,500,000 Acres, more or less, with the Exception of certain Buildings, and the Land marked out as appurtenant thereto, situate on Bank's Peninsula, and purchased by the said New Zealand Company from the Nanto Bordelaise Company, and with the Exception also of certain Property acquired by Purchase and Exchange with Mr. De Belligny, such Lands so excepted being reserved to Her Majesty, Her Heirs and Successors.

Colonial Secretary's Office,
Auckland, 14th April, 1851.

THE GOVERNOR-IN-CHIEF has been pleased to direct the publication of the following Reports on the Coal and Wood Fuel of the New Zealand Islands, forwarded to His Excellency the Lieutenant-Governor of New Munster by Captain J. Lort Stokes, R.N., of Her Majesty's Steam Ship "*Acheron*."

By His Excellency's command,

ANDREW SINCLAIR,
Colonial Secretary.

H.M. Steam Ship "*Acheron*,"
21st December, 1850.

SIR,—I have the honor, in compliance with your Excellency's request, to enclose herewith a Report on the Coal and Wood Fuel of these Islands, experimented upon in Her Majesty's Steam Ship under my command.

I regret that the result is not more satisfactory. However, the coal we procured was from surface seams, and probably a better quality lies beneath. I earnestly hope so, for on this success depends the question of

Steam Navigation for New Zealand, and the attainment of commercial greatness, which, without it, is beyond her reach. But independently of steam purposes, certainly the first consideration, your Excellency is well aware that an ample supply of cheap fuel will be requisite for that large community by which the vast and almost treeless plains of the Middle Island will soon be overspread.

I have the honor to be,
Sir,

Your most obedient humble servant,
J. LORT STOKES, Captain.

To His Excellency the
Lieutenant-Governor.
Wellington.

REPORT

On the Coal and Wood Fuel of New Zealand and in reference to their adaptation for Steam purposes, derived from Dr. Forbes's analysis;—with an extract from the Acheron's Engine Room Register, kept by Mr. Thompson, Chief Engineer.

TABLE OF RESULTS FROM DR. FORBES'S EXPERIMENTS.

Locality of Coal.	Quantity used in Experiments.	Quantity and description of Residue.
	Grains.	Grains.
1. Massacre Bay ..	210	12 Semi-Carbonaceous whitish powder.
2. Waikato River ..	210	32 Cinder.
3. Saddle Hill, Otago	210	28 White Ash, with coarse powdery charcoal.
4. Motunau	210	77 Hard Clinkers, do. do.
5. Newcastle, N.S.W.	220	126 Good Cinder.

The several quantities given in the Table, were taken from.

1. A heap of 30 tons.
2. A hand specimen.
3. A heap of 5 tons.
4. A hand specimen.
5. The Government Depot at Wellington, 500 tons.

Portions of each were burned under the same conditions, as nearly as possible, in order to test their individual and relative qualities.

Massacre Bay Coal is a species of anthracite, and when burned in a crucible under the reducing flame of the blowpipe, gives the following results:—Ignition slow and difficult; flame feeble, yellowish not persistent, much smoke and strong sulphurous odour: no traces of bituminous matter, or inflammable volatile gases observed.

Waikato Coal ignites more readily than the preceding, burns with a clearer flame and less smoke, and leaves a cinder of better quality. No traces of sulphur were observed, neither were there any of bituminous matter, but in neither case was the heat given out apparently very great.

Saddle Hill, Otago. This coal is a variety of Lignite, or brown coal, which ignites more readily than the preceding specimens, burning with a rather feeble, yellowish red flame, and greyish smoke, which soon ceases, leaving a charcoal-like cinder, which disappears under the continued action of the blowpipe,

leaving a white ash mixed with a coarse powdery charcoal; no traces of bituminous matter, but a slight sulphurous odour was observed.

Motunau Coal, Canterbury Plains, resembles that of Massacre Bay in its general characters, but ignites more readily, and burns with less smoke; it contains a great quantity of sulphur, but no traces of bituminous matter; its residue is composed of hard clinkers of brownish red colour, and of powdery charcoal-like substance.

Newcastle Coal, New South Wales. A portion of this coal was tried under the same conditions as the preceding specimens, for the sake of comparison, with the following results:—Rapid ignition, clear flame, extrication of highly inflammable gases and of bituminous matter, the coal forming a cakey mass, and leaving a cinder capable of further combustion.

STEAM REPORT.

Of Fuel tried in H.M. Steam ship Acheron, on the New Zealand Coast, in the years 1849-50:—

Description of Fuel.	Time under Steam.	Pressure on safety valve in lbs.	Revolutions per minute.	Consumption of Coals per hour.	Quantity of Residue.	
					With Wood from Akaroa.	With Fine from Stewart's Island.
Newcastle, Australian Coal ..	1 hour	5	617	18	18	12 cwt. 14 cwt.
Massacre Bay, N. Z. Coal ..	1 "	"	"	22	"	"
Saddle Hill, Otago	1 "	"	"	24	"	"
Newcastle and Massacre Bay, equal proportions ..	1 "	"	"	20	"	"
Newcastle and Otago	1 "	"	"	21	"	"
Newcastle with wood	1 "	"	"	"	"	"

These results were obtained after the fires had been some time lighted with Australian Coal, and well burnt through. They shew a saving of 6cwt. in Newcastle Coal when combined with one kind of wood, and 4cwt. with another species. Two tons and a half of Mannka being equal to one ton of Newcastle Coal, the saving amounts to 12 per cent. In all the experiments it was found necessary to first raise steam by *Australian Coal.*

J. LORT STOKES,
Captain.

H. M. Steam Ship *Acheron*,
Otago, N. Z., December, 1850.

THOMAS OUTHWAITE, Esquire, Receiver of Intestate Estates for the Northern Division of the Colony of New Zealand, in account with the Estate of ALEXANDER LAWLOR, deceased, intestate.

1850.	£	s.	d.	1850.	£	s.	d.
July 19. By Cash, Net Proceeds, Sale of Effects ..	2	1	6	July 19. Paid Henry Davis, cash lent deceased ..	0	15	0
1851. February 11. " Cash from Colonial Treasury, Wages due deceased ..	8	4	0	Sept. 30. " Supreme Court, Let- ters of Adminis- tration	1	10	0
				1851. March 11. " A. C. Joy, for his claim against Es- tate	2	10	0
				" " " Advertising Notice to Creditors	0	1	1½
				" " " Advertising Balance Sheet	0	10	0
				" " " Administrator's Com- mission	0	10	3
				Balance	4	9	1½
	<u>£10 5 6</u>				<u>£10 5 6</u>		

I, THOMAS OUTHWAITE, do swear that, to the best of my knowledge and belief, the above is a just and true account of the receipts and disbursements on account of the Estate of the late Alexander Lawlor, deceased, intestate.

THOS. OUTHWAITE.

Sworn at Auckland, this twentieth day of March, 1851, before me, }

WM. MARTIN, C. J.

I do hereby certify that I have examined and allowed this account of the Official Administrator of the late Alexander Lawlor. Dated the twentieth day of March, 1851.

WM. MARTIN, C. J.

THOMAS OUTHWAITE, Esquire, Receiver of Intestate Estates for the Northern Division of the Colony of New Zealand, in account with the Estate of WILLIAM OWEN HUGHES, deceased, intestate.

1850.	£	s.	d.	1850.	£	s.	d.
March 11. By Cash, Net Proceeds, Sale of Effects ..	5	7	1	March 16. Paid Publishing Notice to Creditors ..	0	1	6
				" 22. " for Mr. Spencer's claim	1	0	0
				Nov. 25. " Rev. J. Whiteley, his claim	2	12	6
				" 30. " Letters of Admi- nistration ..	1	10	0
				Advertising Balance Sheet	0	0	0
				1851. March 10. " Administrator's Com- mission	0	3	1
	<u>£ 5 7 1</u>				<u>£ 5 7 1</u>		

I, THOMAS OUTHWAITE, do swear that, to the best of my knowledge and belief, the above is a just and true account of the receipts and disbursements on account of the Estate of the late William Owen Hughes, deceased, intestate.

THOS. OUTHWAITE.

Sworn at Auckland, this twentieth day of March, 1851, before me, }

WM. MARTIN, C. J.

I do hereby certify that I have examined and allowed this account of the Official Administrator of the late William Owen Hughes. Dated this twentieth day of March, 1851.

WM. MARTIN, C. J.