

## REPORT ON THE NATIVE RESERVES IN THE PROVINCE OF WELLINGTON.

### CHARITABLE TRUSTS.

**THERE** is so much of Native interest and Governmental responsibility attaching to the Trust Endowments at Wellington that, though not strictly within my cognisance, I have included them in the accompanying schedules.

These lands were originally amongst the reserved "tenths," selected as Native Reserves in pursuance of the contract between Col. Wakefield and the Native sellers of the Port Nicholson Block; they were subsequently granted in trust for various religious, educational, and charitable purposes, from which Natives, in common with Europeans, might derive a benefit.

Other lands belonging to the "tenths" have been appropriated by the Government to purposes conducing to the welfare of the Natives, but not so exclusively for their benefit as not to leave cause for dissatisfaction on their part. The Native office and hostelry, the Governor's stables, and a part of the Te Aro barrack sites were among these appropriations.

While the Natives participated in the advantages which such institutions as the college and grammar school, hospital and cathedral church conferred, the Europeans did so equally, or, from their larger numbers, to a greater degree. In the terms of the trusts no provisions exist by which the Natives are to enjoy peculiar advantages or a preference at these institutions, although the sites, and in some cases the endowments, are taken from lands which, by agreement, were to be inalienable as reserves for the maintenance of the Natives.

It was declared by the Secretary of the New Zealand Company that the reserves were to be "held in trust for the residuum and proper maintenance of the chiefs, their tribes and families."\* The purposes to which seventeen reserves have been appropriated are—

- A cathedral church site
- A civil hospital site and endowment
- A grammar school endowment
- A Church of England school endowment
- A military barrack site, and
- A Native departmental office and hostelry site.

It is impossible reasonably to aver that these purposes and uses are consistent with either the letter or spirit of the declaration above alluded to.

The natives state that they have not a right to free access to the hospital, but admit that they obtain admission, the Government, or some one, paying the charges.

As far as I am able to obtain information on the other side, it appears that a provision having been made in the terms of each trust deed to the effect that the Natives shall participate in the charity equally with Europeans, it was not thought unfair that some few of the Native reserves should be so appropriated. It is easy to understand how health and education were considered as indispensable to the well-being of the Maori as the "fitting maintenance" which the New Zealand Company's Agent had promised. †

It is necessary, now, to ascertain how far the compact regarding the tenths was adhered to by both parties.

In the first place it was broken by the Company in their Agent selecting the 11th, 22nd, and 33rd sections, instead of the 10th, 20th, and 30th, so causing the proportion to be an eleventh instead of a tenth. ‡ Some additional land may have been given as an equivalent to the deficient area, but the whole of the reserves were of less value from the order of choice on which they were selected, being moved back. But the compact was broken in a more serious manner by certain of the Natives—those, notably, of the south side of the harbour—omitting to give possession of the land to the Company when the reserves were ready for their occupation. It is no part of the present consideration as to whether it was wise to require or expect that the Natives would remove from their pas and cultivations; it is sufficient that they sold such places, and then, in many cases, declined to give them up.

I am aware that it may be said that certain of the Natives had never received *any* payment for the land until the time of Col. McCleverty's enquiry. This may be true in exceptional instances, but not extensively, and such Natives received awards of land of far improved value. The manner in which Col. McCleverty himself viewed the ownership is shewn in the wording of his deeds, which, in nearly all, are as follow:—"These lands are given in lieu of lands on settlers' sections," or "belonging to settlers."

\* See also terms of sale of New Zealand Company's land, 1st May, 1839.—"110 sections will be reserved by the Company, who intend to distribute the same as private property amongst the chief families of the tribe from which the land shall have been originally purchased."—*Vide* "Supplementary Information relative to New Zealand," page 167.

† It is provided in the terms of the cathedral site grant that the Native patients of the civil hospital shall have free sittings in the cathedral church.

‡ The words used were—"Of the land ceded by the chiefs, a portion equal to one-tenth of the whole will be reserved and held in trust by the New Zealand Company for the future benefit of the said chiefs, their families and heirs."