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THE TRUST FUNDS FOR RELIGIOUS AND EDUCATIONAL USES AT OTAGO

1842 TO 1866

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PREFACE

The Colony of Otago, as conceived by Thomas Burns and William Cargill, its chief protagonists, was to be a 'Class' settlement where the settlers would be united by membership of the Free Church of Scotland. Land was to be sold at a sufficiently high price to enable church activities, education, migration, public works and general administration to be subsidised, thus encouraging the 'right' sort of person to migrate from Scotland. The government of the Colony was to be based on Christian beliefs and the Pilgrim Fathers' settlement in North America was often quoted as a model for these latter-day Christian settlers to imitate.

Three hundred and forty seven settlers landed from the "Philip Laing" and the "John Wickliffe" in 1848 to establish their Christian community, a venture which has been viewed as both a success and a failure. There is no doubt that the settlement flourished, surviving a difficult period of slow growth in the 1850s and booming with the goldrushes of the 1860s, to achieve a population of 49,000 by 1864.

The success of the 'Class' and the Christian aspects of the settlement is dubious. Failure to recruit sufficient Scottish capitalists resulted in the majority of landowners and men of substance being English - most of them subscribing to the Anglican religion. This group was consistently critical of the Free Church style of government preferred by Burns and Cargill. And on occasion they succeeded in
changing behaviour in the colony, e.g. by holding a sports day on the first anniversary of the Colony's establishment instead of supporting the Church plan for three Church services and nothing else.

As the population of the Colony grew, it became increasingly difficult to recruit the ideal kind of settler, i.e. one who would subscribe to the Free Church ethos and who would obey the Church authorities. By 1858, Presbyterians were 65% of the population and by 1864 the proportion was reduced to 41%.

It is a contention of this thesis that the Christian aspect of the settlement was bound to fail, based as it was on such an idealistic view of life and society to which few were prepared or able to subscribe. In order to understand the failure, one aspect of the settlement is studied in depth, i.e. the provisions made for religion and education which were to be supported by a Trust Fund. From a simple idea of trust endowment grew a system which became a focus for criticism of the Church and its philosophy. Eventually, such criticism became so strong that the Church had to seek the protection of an Act of Parliament to maintain its land holdings.

The original scheme for Otago envisaged the establishment of estates to support religious and educational activities, local government and to compensate the New Zealand Company, with the remainder of the land to be sold to private individuals. It was planned that one eighth of the
money raised from private sales would be given to the Trustees for Religious and Educational Uses, to pay for their estate, to build churches and schools, and to support ministers and schoolmasters. The Trustees eventually obtained about 1300 acres of land throughout the province, leasing most of it to tenants and using the rest for church and school sites.

As the Colony's population increased and became more diverse, and as the influence of the Presbyterian Church waned, its right to ownership of these estates was regularly questioned. As its failure to provide adequate educational facilities became obvious there was more criticism. During the later 1850s, the Provincial Government, which had taken responsibility for education from the Church, was struggling to finance the school system and the estates were viewed by many critics as an obvious source of extra income.

The Trustees themselves, in their desire to use the estates for the Church as efficiently as possible, often appeared to have the interests of only a sector of the community in mind, rather than the interests of the entire populace. Their behaviour incensed citizens on a number of occasions, thus fuelling more criticism of the Church's right to its privileged position.

This study covers the first 24 years of the existence of the Trust for Religious and Educational Uses, from 1842 when it was mooted by George Rennie in Scotland, to 1866 when the General Assembly of New Zealand passed The Presbyterian Church
of Otago Lands Act. The establishment of the Trust by Thomas Burns and William Cargill with the Lay Association of the Members of the Free Church of Scotland is considered, because the enthusiasm and dedication of Burns in particular, explains some of the ultimate success and failure of the Trust in New Zealand. The actions of the Trustees are detailed and the events which led to the passing of the 1866 Act which gave the Church final legal protection of its property are traced.

The author wishes to acknowledge the assistance given by: Mr T. Trotter, Factor to the Otago Foundation Trust Board, for making records available and explaining the complexities of the Board's proceedings; the officers of First Church for making their records available; the staff of the Hocken Library for their assistance and Associate Professor D. McKenzie for his supervision and guidance. Finally, the author wishes to thank his wife for her encouragement and support which helped make this thesis a reality.
# TABLE OF CONTENTS

## PREFACE

PREFACE

## TABLE OF CONTENTS

TABLE OF CONTENTS

## LIST OF ABBREVIATIONS

LIST OF ABBREVIATIONS

## CHAPTER 1 : Scotland 1842 to 1848

1 : Scotland 1842 to 1848

2 : Dunedin 1848 to 1854

3 : Otago 1854 to 1869

4 : New Zealand 1860 to 1866

5 : Conclusions

## BIBLIOGRAPHY

BIBLIOGRAPHY

## APPENDICES

APPENDICES

1 : Terms of Purchase 1847

2 : Deed of Trust 1847

3 : Institutes for Otago Church and Schools 1847

4 : Report of the Select Committee on Trust Property for Religious and Educational Uses, Otago Provincial Council, 20 April, 1860

5 : The Presbyterian Church of Otago Lands Act, 1866

Page

ii

vi

vii

1

34

56

78

106

111

115

120

122

124

126
LIST OF ABBREVIATIONS

M.T. Minutes of the Trustees of the Funds for Religious and Educational Purposes.

NZJ New Zealand Journal

O.P.C. Otago Provincial Council

O.W. Otago Witness

Terms of Purchase Arrangements for the Establishment of a Settlement, and for Disposal of the Lands of the New Zealand Company at Otago

CHAPTER ONE

SCOTLAND 1842 TO 1848

The precise details of George Rennie's proposed New Zealand colony, the fourth to be established under the auspices of the New Zealand Company, were released to the public in July 1843, after a year of newspaper correspondence and repeated applications to the Colonial Office for permission to proceed with his scheme.

His Terms of Purchase (Appendix 1) detailed the area of land to be sold, the methods for subdividing and selling such land, and the use to be made of the income:

The Company, therefore, hereby offers for sale 120,550 acres of selected land in the proposed Settlement of New Edinburgh, upon the following terms:

8. The purchase-moneys to be received, viz. £216,000, shall be disposed of as follows:

£5,000 as a church building-fund.

£10,000 as an endowment for ministers.

£10,000 as a school-fund for building and masters.

Education and religion were thus specifically budgeted for in Rennie's proposed Scots-sponsored colony.

The first version of Rennie's proposed scheme had been presented in a letter to the Directors of the New Zealand Company in July 1842 wherein he indicated that his scheme

1. New Zealand Journal (hereafter called NZJ) 8 July 1843.
2. ibid. 3 Sept. 1842; 17 Sept. 1842; 1 Oct. 1842; 29 Oct. 1842; 1 April 1843.
3. ibid. 8 July 1843.
would "... save the institutions of England from being swept away in an uncontrollable rebellion of the stomach" by assisting "the unemployed and destitute masses" to migrate. He contended that the earlier settlements in New Zealand had been less than successful because there had been insufficient planning and preparation. His plan envisaged an advance party travelling out to establish a town, including a church and a school, before the main body of settlers left Great Britain.

The New Zealand Company's reaction to his proposal was lukewarm, because of their own problems with the Colonial Office, which in turn, was reluctant to encourage any more settlements in New Zealand until land titles had been established and hostile Maoris pacified. The Company suggested he seek permission himself from the British Government with whom he negotiated unsuccessfully for a year before the Company were prepared to hear his case again.

The New Zealand Journal printed the first version of Rennie's Terms of Purchase on 8 July 1843\(^1\) quoting his Prospectus issued on 1 July of that year. Subsequent versions,\(^2\) known as the "Arrangements for the Establishment of a Settlement, and for the Disposal of the Lands of the New Zealand Company at Otago" were markedly altered but all of them

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2. Five versions were eventually issued: 1 July 1843; Sept. 1845; 5 June 1847; 24 Nov. 1847; 12 June 1849.
contained generous appropriations for the support of religious and educational activities. The final allocation (Clause 7) was one eighth of the proceeds of land sales (which would have been £36,150 by 1849) together with 6,025 acres to be bought and held by the Trustees for Religious and Educational Uses.

George Rennie and William Cargill (who had been associated with the scheme since early 1842) had realised the strengths of the newly formed Free Presbyterian Church of Scotland which had left the Established Church in that country on the 18 May 1843. They considered the new Church probably contained the independent, strong minded personalities who would make suitable settlers in their potentially arduous scheme. With these people in mind, they had approached the New Zealand Company on 23 May 1843 with a revised proposal suggesting a Scottish involvement in the colonising of New Zealand:

Hitherto it has fallen out that the great bulk of the Colonists, as well capitalists as laborers, who have emigrated in connection with the New Zealand Company have proceeded from England; and that Scotland has taken but small part in an enterprise for which her people are eminently qualified by their self-reliance, industry, perseverance, and prudence. We are desirous, therefore, that the proposed Colony should be made peculiarly eligible for Scottish immigrants of all the various classes which constitute society; - that it should be a New Zealand settlement for Scotland. This object we think would be accomplished by an easy and unobjectionable process: we propose that the plan of the Colony shall comprise a provision for religious and educational purposes, in connection with the Presbyterian Church of Scotland; and that the whole of the Emigration fund arising from the sale of the
Company's lands in the settlement, shall be employed in promoting the emigration of persons of the labouring class of Scotland only .... 1

Two weeks later, on 7 June 1843, they had had the matter brought before the Acting Committee of the Colonial Scheme of the Free Church of Scotland, which had warmly endorsed the plan, 2 thinking that it referred specifically to the Free Church as the denomination to be involved.

Which branch of the Presbyterian Church of Scotland was to be involved has been debated strongly in retrospect. 3 It has been suggested that neither Rennie nor the Directors of the New Zealand Company intended the choice to be so narrow. The Rev. Dr Candlish and Robert Cargill (William's brother) who presented the undertaking to the Committee appear to have assumed it was to be a Free Church enterprise. The Committee adopted their suggestion, promised to find a Minister and Schoolmaster for the expedition forthwith, and on the 17 June 1843, invited the Rev. Thomas Burns to become the proposed colony's first minister. 4

At this date, Thomas Burns was 47 years old, and had held the prestigious living at Monkton in Ayrshire for the

1. NZJ 8 July 1843, p. 178.
2. Hocken Library MSS Vol 75. Extract from the Minutes of the Acting Committee of the Colonial Scheme of the Free Church of Scotland, 1 June 1843.
3. Three examples are T.M. Hocken, A.H. McLintock and E.N. Merrington.
   Hocken, Contributions to the Early History of New Zealand, 1898, p. 20,
   McLintock, op. cit., p. 174
   Merrington, A Great Colonizer - Rev. Dr Thomas Burns, 1929, p. 78.
4. McLintock, op cit., p. 175, footnote.
previous thirteen years. He had left the Established Church at the Disruption and was now without a parish. He was known throughout the country as a pious and strongly principled man, capable of carrying a difficult task such as the colonising of a new country, through to its completion.

Regardless of misunderstandings, the 17 June 1843, is a significant date in the history of the Otago Scheme. Thomas Burns eventually put his own unique stamp on the plan of the settlement and exerted such pressure in the process that Rennie, with his more liberal religious views, was forced to resign from the scheme. Burns, with his strong and definite religious principles, polarized support for the colony, but without Cargill's and his efforts during the dark years of 1845 to 1847, the colony would probably have failed to eventuate. With his strenuous efforts and great self-sacrifice it did indeed survive although many of his plans were fiercely fought, his principles challenged and his exclusivist ideals defeated. The Otago of the 1860s was far removed in fact from his vision of "a remarkably industrious peaceful sober religious little settlement".¹

If Burns' strong concern with education is to be understood, a brief review of the history of the Church of Scotland is necessary.²

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¹ Hocken Library MSS Vol. 76, Burns/Cargill Correspondence, 29 Nov. 1844.

In 1559, John Knox returned from Geneva to Scotland to lead the Scottish Reformation. The following year, when the Church of Scotland superseded the Roman Catholic Church as the State Church, the Privy Council of Scotland appointed him as Chairman of a Committee charged with drawing up a plan of government for the new church. The result was the First Book of Discipline\(^1\) which contained an outline for a national system of education, to be organised under the auspices of the Presbyterian Church.

That the Church should foster education is no surprise, given the basic view of the Reformers that instruction and guidance towards salvation came from the Bible which all believers should be enabled to read. Machine printed books had become available with the Mazarin Bible in 1456, and more readily obtained after Caxton had commenced production in 1476. Accordingly, two of the important tasks of the Church were decreed to be to establish schools and to provide teachers of reading. The Church later expanded its educational role and provided advanced teaching wherever possible and on a democratic basis:

> We think it expedient that in everie notable town, and especiallie in the town of the superintendent, be erected a colledge in which the artis, at least logick and rhetorick, togedder with the toungis, be read by sufficient maisteris, for whome honest stipendis must be appointed, as also provision for those that be poore, and be nocht able by themselves, nor by their friendis, to be sustened at letteris. 2

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1. Hardy, _op cit._ Also see Merrington, _op cit._, p. 245.
A further step which gave the Church greater control of the education system was The Superintence of Schools Act\textsuperscript{1} passed by the Scottish Parliament in 1693 which gave the Presbyteries of the Church of Scotland the power to examine, to appoint and to dismiss teachers. In 1696, a further Act was passed, an Act for Settling Schools\textsuperscript{2} to give parishes without the resources to provide schools the means to do so by making the Heritors (local landowners) responsible for the financial support of the school and master. In 1803, the English Parliament, responsible for Scottish law since 1707, passed an Act "making better provision for the Parochial Schoolmasters, and for making further regulations for the better Government of the Parish Schools in Scotland".\textsuperscript{3} Under this law Presbyteries were allowed to set the hours of school and were required to examine prospective masters before confirming their appointments.

By the Nineteenth Century, the Church of Scotland had become deeply divided. The Evangelistic faction opposed patronage in the appointment of ministers, holding that it was the responsibility of the Parish Courts to do the appointing. By 1834, the Evangelists had a majority voice in the General Assembly of the Church but their claims were disregarded by the British Government. The Disruption of 1843 occurred when frustration moved the Evangelists to walk out

\begin{itemize}
\item[1.] Hardy, op. cit.
\item[2.] ibid.
\item[3.] ibid.
\end{itemize}
of the General Assembly being held in Edinburgh and to estab-
lish the Free Presbyterian Church of Scotland.

Not only did 474 ministers leave their parishes, but
many schoolteachers also left their positions or were dis-
missed when they refused to sign the Confession of Faith and
the Formula of the Church of Scotland. One of the first
tasks of the first General Assembly of the Free Church was
to appoint an Education Committee to establish schools to
teach Free Church doctrine and to provide jobs for the teach-
ers loyal to the Free Church, for which £50,000 was raised
immediately.¹

These were some of the events whereby church and educa-
tion had become interdependent in the country where Rennie
proposed to seek support for his colonising scheme to New
Zealand. It would appear that his motives in choosing
Scotland were mixed and somewhat opportunist. It was a
country where few people had been involved with migration
to New Zealand. Rennie himself was born in Scotland, into
a well-established Scottish family, although he spent most
of his life in England and abroad. His associate, William
Cargill, had Scottish antecedents and doubtlessly influenced
Rennie. Presumably at this time, the events leading to
the Disruption were topics of public debate, putting Scotland
into the forefront of the news.

Rennie's first letter to the Directors of the New Zea-
land Company² had made no mention of the origins of his

¹. Hardy, op cit., p.9.
². NZJ 20 Aug. 1842.
future colonists, but his letter in May 1843 to the same gentlemen was explicit: they would come from Scotland and reasons had been found for this choice:

... another strong tie - stronger in Scotland than in perhaps any other country in the world - is that of national freemasonry.... Till the present moment canny Scotland has almost as one man bided its time in regard to the New Zealand enterprise ... like a ponderous machine slow to move, but once moved, sustained in its career by its own momentum. And we venture to predict that the sturdy endurance of the Scotch, which, too often, turned the wrong way, degenerates into a mulish obstinacy, will in a few years put the future prosperity of the Colony beyond a doubt. The Scotch, with a few peculiar national faults, from which the blunt and manly English are exempt, excel the English in several points most important for the interests of a new Colony. 2

and he claimed "that the proverbial disposition of our countrymen to stick together and help each other, is a quality which deserves to be indulged and fostered as one of the most potent instruments of Colonisation". 3

If the Colony was to attract staunch supporters of the Free Church, provision for funding the Church and education were essential. Rennie was not committed to a strictly Free Church settlement and a struggle for control ensued when Burns forwarded his proposals for the matter. Rennie's influence with the Scheme began to wane from the time Burns was asked to join it. The final Terms of Purchase, detailing the system of funding for the church and schools, under which the Colony eventually operated, were drafted by Burns.

1. NZJ 8 July 1843.
2. ibid.
3. ibid., p. 178.
The two men had disagreed before Burns had even been officially appointed to the Scheme by the Free Church Assembly on 9 Oct. 1843. The week prior to this event, Burns had threatened to refuse the appointment if Rennie refused to consent to the Scheme being a strictly Free Church enterprise. Rennie had reluctantly agreed but this had set the tone to their involvement over the next two years, until Rennie finally resigned from the scheme which he had conceived and, initially, promoted so vigorously.

Although this study is primarily concerned with the history of the Trust Funds for Religious and Educational Uses, some background to events in this period is necessary if later events in Otago are to be understood, e.g. the bitterness between Rennie and Burns was similar to the unpleasantness and feuding which took place in Dunedin between Burns and the 'Little Enemy'. Burns' tenacity in dealing with problems in the planning stages of the colony showed in Dunedin; his single-mindedness displayed itself from the beginning of his involvement with the scheme and was part of the reason why the 'Christian Community' finally failed.

During the two years from 1843 the concept of a 'class' colony, where membership and control was to be limited to one distinct religious group was mooted and accepted for Otago: it was also in this period that the name of Otago

replaced the original New Edinburgh.\(^1\) In two years, Burns' influence grew, as responsibility for organising the scheme passed from the New Zealand company to a Scottish group, (the Lay Association of the Members of the Free Church of Scotland) which was staunchly supportive of Burns' views. With an indigenous body in control of the scheme, details of the proposed colony's organisation were reviewed and a new Terms of Purchase was issued in Sept. 1845\(^2\) which gave full control to "Burns and Cargill and ended officially Rennie's connection with what was now recognised by the Company as a purely Free Church concern".\(^3\)

Burns' correspondence with William Cargill\(^4\) during the period from Sept. 1843 to April 1847 gives some indication of his personality and the strength of his beliefs. The letters also illustrate the problems encountered in launching the scheme; the difficulty met in recruiting the right type of migrant; the difficulty in finding 'Capitalists' prepared to invest in the settlement's land; and the difficulty in even getting the Lay Association to act. Many of the later problems which occurred in Otago are foreshadowed in these letters.

An indication is also given in this collection of correspondence of some of the doubts that Burns underwent, as his

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1. NZJ, 30 Oct., 1843.
2. Hocken, op cit., p. 277 has a fully copy of these Terms.
4. Hocken Library MSS Vol. 76, Burns/Cargill Correspondence.
letters are quite frank and indicate that he had considerable trust in Cargill, both as a business associate and as a confidant. The two men gave each other staunch support through this difficult period, taking turns to commiserate and to lament over personal problems, while continuing with plans for the colony.

Planning and publicising the scheme continued during the remainder of 1843 and The New Zealand Journal advertised in November¹ that "the Books for the Registration of the Applicants for the purchase of land in the Colony of New Edinburgh are now open" and balloting for sections would be held on the 20 Feb. 1844. Rennie undertook more publicity work in Scotland and on 24 Jan. 1844, spoke to a meeting held at the Black Bull Inn where he referred, amongst other matters, to the "one-eighth of the purchase-money to be spent on churches and schools".² The details of the plan were becoming more clear. Unfortunately for Rennie, the relationship between the New Zealand Company and the Colonial Office, poor since 1841, had now become so bad that the Company decided to postpone any further settlements until the New Zealand scene became more peaceful. The Otago scheme progressed no further under Rennie's leadership.

During this period Burns was actively seeking to dislodge Rennie from the leadership of the scheme and from the position of Superintendent of the Colony once established in New Zealand. His letters indicate his tenacity and aggression

¹. NZJ, 11 Nov. 1843.
². McLintock, op cit., p. 177.
in the matter. He spent most of 1844 lobbying influential people for support for the scheme and attempting to out-
manoeuvre Rennie. At times he sounded reasonable:

... spent the evening with Mr Kay (Burns' candid-
ate for the teacher at Otago) ... I thought it
but fair however to apprise him of what he wd
have to meet with from Mr R. and told him from
Mr R's letter of 11th Nov. that the Directors had
determined "that the Teacher is to bind himself
that under no circumstances are secular and relig-
ious instructions to be blended." 1

but by August 1844 his views on his opponent had become so
strong that "I could not shew Mr R. what I have written -
did he get hold of it he would have an action against me".2

In September 1844, his complaints had reached fever pitch:
Burns wrote seven times to Cargill that month, considered
resigning on the 20 Sept.3 and hoped to open the Directors'
eyes to Rennie's faults: "I cannot conceive that with their
eyes open they should retain R. unless indeed they be legally
fettered".4 On 23 Sept. 1844 he wrote "... How easy it is
for a man who happens to be encumbered with no religion and
nearly as little principle or integrity to gloss over with
smooth words and most plausible insinuations his own heart-
less 'policy' ...".5 By 26 Sept. 1844 he had written to
another acquaintance quoting a reference to Rennie: "I think

2. ibid., 24 Aug. 1844.
3. ibid., 20 Sept. 1844.
4. ibid.
5. ibid., 23 Sept. 1844.
he is totally disqualified in every essential point for such an office. His temper is violent and bad - his religion more than doubtful"¹ and finished the letter in his own words "If you happen to write to Capt. C. immediately you might send him a copy of the above paragraph - with caution as to privacy".² In February 1845 he declared that "Nothing will Now induce me to go out under his leadership ..."³ but thereafter the fury left his opposition and Rennie was dismissed as a threat to his plans.

As these are private letters, some allowance must be made for exaggeration and stress, and they may be viewed as merely a safety valve for his feelings at a time when other problems, such as finding an income and supporting his family, were more pressing. Nevertheless, they do indicate how impassioned Burns was capable of becoming and how strongly he held to a cause.

Other matters occupied Burns' attention once Rennie's involvement had been counteracted. William Cargill had been the first person to suggest a committee in Scotland to take responsibility for the scheme out of the hands of the New Zealand Company. Burns replied:

As to the scheme itself and the construction of the Committee - I greatly approve of it. It must be hailed as a liberal and generous

1. Patrick M. Stewart, M.P. for Renfrewshire to Dr Patrick McFarlane of Greenock.
2. Burns/Cargill Correspondence, letter No. 40, is misplaced and is not to Cargill, but more likely to Dr Hayes. McLintock, op cit., p. 190, assumes this letter is to Cargill.
3. ibid., 20 Feb. 1845.
movement on your part and greatly and advantageously in contrast with the close and self-aggrandizing despotism of your predecessor. But what is of more importance than any mere individual contrasts and comparisons, it is laying a wise and far-sighted foundation for a system of a safe executive in the mother country as long as it shall be required and also perhaps of a similarly safe council of management in the Colony .... 1

and while he could not resist a comment about Rennie, this letter marked the beginning of discussions about a committee to take over some of the responsibilities and to do some of the work involved in launching the scheme. It was eventually established in 1845 and worked for eight years on the Otago Settlement's behalf.

Also at this time, the more specific details of a 'Class' colony entered Burns' letters:

Now would it be possible by a clause in your circular ... to get some pledge from the compy that in all their appointments at N.E. they will have a special eye to what is expedient and right in a 'Class Settlement' that there appointments should be made out of the 'Class' i.e. Presbyterian .... If even the idea could be expressed now and receive the sanction of the Directors for it something more might be made of it as time moves on.... 2

The idea of a specifically Presbyterian settlement appears to have developed slowly with Burns and was not an idea that he held when he joined the scheme. At first he merely wanted Presbyterians in key positions but later he wanted all the settlers to belong to his church.

The Free Church had agreed to sponsor the proposed Colony in 1843 but had not offered any more help. The

1. Burns/Cargill Correspondence, op cit., 2 Nov. 1844.
2. ibid., 29 Nov. 1844.
minister had been appointed but there was no suggestion afoot that all the settlers should belong to the Church. However, the idea of an exclusive settlement grew. In 1844, Dr Hayes, Burns' correspondent and a journalist, had put the idea in a series of articles on the planned New Edinburgh:¹

The Company having thus been led by its own experience to the idea of denominational settlements in which the church and school funds shall have, in each case, an entire and special destination, it so happened ... that the first which offered for its exemplification, was that of Scottish Presbytery.² and assumed that the matter was decided, with the Church controlling all the funds and by implication, wanting only its own adherents to apply. Burns worried later that "public advertising is sure to bring us an undue proportion of the most undesir able neighbors as Capitalists"³ and he suggested that the Committee to be established work quietly to avoid the charge of "sectarian exclusiveness"⁴ so that "it would never be heard of till we had all completed and left the country".⁵ It would appear that Burns had hoped that the act of telling congregations about the Scheme, describing "its secular minutiae as a Scotch Settlement and its eminently religious aspect as a great Lay Mission"⁶ would be enough

². NZJ, 3 Aug. 1844.
³. Burns/Cargill Correspondence, op cit., 5 March 1845.
⁴. ibid., 6 March 1845.
⁵. ibid.
⁶. ibid., 5 March 1845.
to bring recruits of the right sort pouring in.

During 1845 Burns' personal problems became more pressing and he appeared to have doubts about the Scheme: "...it is very possible that I may be deceiving myself - and think I am going on God's errand - whilst it is only an errand - a selfish errand of my own after all". Finding a living became a major preoccupation and in June he admitted that "I am aware moreover of a constitutional tendency in myself amidst adverse circumstances to magnify the evil that is apparent and to apprehend worse than appears." Then the news of fighting in New Zealand arrived and he wrote

The universal feeling in Scotland at present is that it would be the height of recklessness and madness to emigrate to New Zealand till several years shall have elapsed and it be seen what course the collision between the two races out there is likely to take.

However, the Lay Association had been established on the 16 May 1845, "an association of influential laymen, who, by status and wealth, would be the ideal sponsors of the movement" and who might have more success in dealing with the Colonial Office than the New Zealand Company had had. The formation of this body gave new impetus to the Scheme and they were further encouraged, Burns included, by the Parliamentary debate on 17 June 1845 which re-established the New Zealand Company's standing with the Colonial Office.

2. ibid., 5 June 1845.
3. ibid., 12 Aug. 1845.
debate also offered a new hope of further settlements being established in New Zealand directly. With these encouraging signs, a revised Terms of Purchase\(^1\) was issued in Sept. 1845, one which was more specific in details and which mentioned the Trustees for the Fund for Religious and Educational Uses for the first time.

In the new Terms the Lay Association was given

...the task of organising the scheme on Free Church principles, of promoting the settlement by free and assisted emigrants, of selecting applicants of proved moral and religious standing, and of effecting the sale of properties to persons duly approved .... 2

while the New Zealand Company was to buy and survey the land, organise transport and be responsible for public works in the colony. The Terms made these divisions of responsibilities explicit; finally giving the Lay Association complete control of the ethos of the proposed settlement.

Clauses 1 and 2 of the new Terms cancelled all previous arrangements and gave the Lay Association responsibility for promoting the settlement. The area of land to be made available to the Association for disposal was increased to 144,600 acres, from the original 120,550 acres in Rennie's original plan. Of the total, 120,500 was to be available to private purchasers. A further 6,025 acres were to be appropriated to the "... Estate to be purchased by the Trustees for Religious and Educational Uses ...". (Clause 7).

Clause 8 allocated the future purchase money to be obtained from selling the land at forty shillings an acre.

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The Trustees were to get one-eighth, or £36,150 and they were to pay for their estate at the same rate as private buyers:

"...It is to be observed that from the sum of £36,150 to be assigned the Trustees of Religious and Educational Uses, will be defrayed £12,050, the price of the 6,025 acres to be purchased as the Estate of the Trust" thus leaving a very large amount of £24,100 to pay for the establishment of churches and schools. Such a large estate should have earned a sizeable income from rents but in fact, with poor sales (only 18,000 acres had been sold when the New Zealand Company ceased in 1850) the Trustees saw very little money, never earning enough to actually pay for their estate.

Clause 14 optimistically made allowance for the event of all the properties being sold within five years of embarkation for New Zealand. The Association was to have the first option to buy the remainder of the 400,000 acres in the Otago Block owned by the New Zealand Company, a situation which never arose.

Clause 17 specified that Ballots would be held before departure, to decide the order in which settlers would choose their sections when they arrived in New Zealand. The various estates would be entitled to choose their land in the same way as private purchasers, participating in the first Ballot which would be held after the first four hundred properties had been sold privately. Clause 20 stated that the estates would be permitted to choose half their properties at the first ballot held but to pay for them "only according to the number of properties actually sold to private individuals". The total scheme involved selling 2,400 properties
privately. If 400 were sold for the first ballot, then one-sixth would have been disposed of: the Trustees were permitted to choose half their properties at this stage (50) but were required to pay for only one-sixth, or nine in total. This system meant that the Trustees were not expected to spend all their appropriation immediately on their estate.

Clause 24 was the first specific official statement concerning the scheme's religious and educational organisation:

24. The Association (including the purchasers and Colonists whom they may bring forward) to prepare a Deed of Constitution for Church and Schools; to the Trustees appointed by this Deed, the Funds for Religious and Educational Uses to be handed over, as collected, on the completion of each party; all Officers connected with these Uses to be appointed by the said Trustees or Association; and in this and in all other matters, the Association to have respect to the full exoneration of the Company from responsibility, at the earliest possible period.

However, no Deed was drawn up after this issue of the Terms, as the Lay Association was extremely slow to act on any suggestion, much to Burns' regret and chagrin.

Clause 27 gave particular concern to Burns:

27. Subject to the modifications mentioned in the foregoing paragraphs, and to the exceptions of Officers and funds relating to Religious and Educational Uses, the appointment of Officers, and the management and expenditure of the several Funds, to be vested altogether in the Company; but all reasonable attention to be paid by the Court of Directors to the recommendations of the Association.

He had already commented on this section when the Terms were being planned, and had considered that it gave too much power to the Company and suggested that "a far off English Company in London like the New Zealand Company who were to be
Trustees of their money would not gain the confidence of his fellow Scotsmen.

At this stage, the amount of money and land to be granted to the Trust for Religious and Educational Uses had been specified. The appointment of Trustees was supposed to have been published in a Deed of Constitution for Church and School and one-eighth of all money obtained from land sales in Otago was supposed to be given to the Trustees as it was collected. However, for the next two years, nothing happened, as Burns and his supporters fruitlessly agitated for support and action from the virtually useless Lay Association, until in May, 1847, the New Zealand Company issued yet another revision of the Terms of Purchase.

The two years from 1845 to 1847 were years of stagnation for the Otago Scheme. Efforts made by Burns, Cargill, Aldcorn (the Secretary of the Lay Association and one of the few active members of that body) and others to keep the Scheme alive and publicised, were mostly unsuccessful. Two editions of a pamphlet, the Scheme of the Colony of the Free Church of Scotland at Otago in New Zealand were issued, in Dec. 1845 and Jan. 1846, to publicise the plan but the impact of these pamphlets appears to have been limited.

1. Burns/Cargill Correspondence, op cit., 21 April 1845.
2. The Presbyterian Church Trust, W. Gillies, 1876, p. 30.
3. Scheme of the Colony of the Free Church of Scotland at Otago in New Zealand. A. Aldcorn, Dec. 1845 and Jan. 1846, Hocken Library MSS, Pamphlets 123/1 and 124/1.
The New Zealand Journal made cautious but hopeful noises:

Slow, cautious, and deliberative as we must admit them (the Lay Association) to be in every thing connected with the well-being of their people, and as has been evinced with respect to this settlement, yet, when they once move, it would be a novelty indeed, to find that they had failed. 1

Apart from a few letters published in the papers concerned with colonising in New Zealand,2 little else occurred to encourage the planners in 1846. Burns became Minister at Portobello, near Edinburgh, and had little time to give to the Scheme. Dr Aldcorn wrote on the 28 May 1846 to William Cargill:

Mr Burns and I have come to the conclusion that it wld be useless to continue the attempt to carry out the Otago Scheme longer ... or break it up altogether if they (the New Zealand Company) and you should deem that better. 3

The planners' morale reached its lowest ebb during that year and even Burns was tempted to abandon the Colony, despite the effort he had invested so far. Other problems occurred and appeared insurmountable.

Recruiting would-be migrants was next to impossible:

I am not so confident as I was some time ago of getting a good selection of Emigrant labourers. The demand for labourers has been of late greatly increased - wages are up and in many cases doubled amongst the very class we would go amongst, 4

1. NZJ, 17 Jan. 1846.
2. ibid., 29 Aug. 1846. "An Intending Settler" asked what had become of the scheme. More letters were published on the 24 Oct. 1846 and the 7 Nov. 1846.
3. Hocken Library MSS Vol. 75, Aldcorn/Cargill Correspondence, 28 May 1846.
Burns informed Cargill in March 1846, because railway companies were paying high wages and had cornered the market for available workers. Not only had the railways taken workers, but speculation in railway shares had also taken would-be investors' money. Burns advised Cargill to wait until the railway speculation was over then present the Otago Scheme as being "modest, safe and prudent".¹

While Burns was engaged with ministering in his parish, Cargill put his energies into producing a further pamphlet which was published in May 1847 as the *Free Church Colony at Otago in New Zealand*.² Burns was critical of the document and had spent time in November and December 1846 rewriting much of Cargill's work, in an attempt to reduce its length.³

In his earlier letters to Cargill, Burns had presented his educational views several times:

> Everyone in the slightest degree acquainted with the Presbyterian Church of Scotland, knows that her parish schools under the eye of the Minister and Kirk Session are not only an integral part of the system but a part also so essential and important that the high moral and religious character of the Scottish peasantry has uniformly been ascribed to the happy constitution, and faithful ecclesiastical superintendence of these parish schools, ⁴

and as far as the position of the schoolmaster was concerned, he wrote:

1. Burns/Cargill Correspondence, *op cit.*, 27 April 1846.
2. McLintock, *op cit.*, p. 221 gives background information on these pamphlets.
4. *ibid.*, 1 Nov. 1843.
I quite concur in the idea that there would be true wisdom in altering at N.E. the relative position of Minr. and Schoolmaster from what it is in Scotland - by bringing them nearly to an equality in outward status. 1

On 28 Dec. 1846, Burns wrote to Cargill and included a section for the forthcoming pamphlet, giving a neat summary of his views on religion and education for the Colony:

But I desire to call very special attention to that which constitutes by far the most important feature of our plan; viz. a systematic and permanent provision for religious ordinances, and for schools and a College in the Colony. This provision will not only meet the wants of the first generation of settlers, but such is the expansive capacity of the scheme, that however fast or far the settlement may spread its swarms over these grassy plains, every additional acre so taken possession of, will just throw in its proportionate addition to the fund for religious and educational purposes. 2

This was one of the few references made by Burns to the Trust Fund. Presumably, such a simple scheme needed little refining and thus little discussion. It was a clear plan and one which Burns was reluctant to alter. However some of the settlers to Otago considered that they warranted treatment better than that which had been given to the "Scottish peasantry", a fact which Burns was later to prove slow to accept. Given a uniformly Presbyterian group of settlers who were prepared to accept the authority of the Minister, the system might have worked efficiently and smoothly. As things turned out the high status of the schoolmaster was more readily accepted in Otago than that of the Minister.

1. Burns/Cargill Correspondence, op cit., 19 Nov. 1844.
2. ibid., 28 Dec. 1846.
For the first half of 1847 the Lay Association was inactive. The Free Church continued to refuse to become totally involved in the Scheme, being prepared to give it its blessing as it had done in June 1843, but not to adopt it as an official Church undertaking. Burns wrote to Cargill that

I still think she will go all the length that she (the Free Church) always professed to do - but will decline any encouragement that would have the appearance to the world as if she were adopting it as a scheme of her own - embarking in what no-one can characterise otherwise than a secular enterprise Christian and praiseworthy as its aim confessedly is. 1

but he did admit that the Church had been criticised for becoming involved in an earlier, 'Cheap Publication Scheme' which was considered by many to be a secular business venture, and that the Otago Scheme appeared very similar.

There were also other reasons for the absence of Church support. The Rev. Dr Candlish didn't "like our Church courts to be saying much about emigration in any shape just now: it looks so like playing into the hands of Lairds and Factors, taking up their cuckoo song, and seeking to do what they so cruelly want to do; viz. drive away the people to make their lands a desert". 2 Without the official Church support that he sought, Burns realised that the settlement was likely to become "quite secular", but he was pleased to

1. Burns/Cargill Correspondence, op cit., 11 Feb. 1847. On the 6 Feb. 1847 he had written a strong letter regarding the Free Church lack of involvement in the Otago Scheme.

hear that "Otago land is in such favour in the English market - we may live in hope that the same policy will spread into Scotland". However, in the same letter, he pessimistically admitted that "it is far from being improbable that our scheme may fail as a Free Church affair from other parties, who are keener sighted and better informed, stepping forward to seize the offered advantages whilst our cautious canny countrymen are standing swithering and asking questions".2

In May 1847, the New Zealand Company issued the fourth version of the Terms of Purchase.3 This act on the part of the Company stirred the dormant Lay Association into motion. With an unexpected turn of speed, a meeting was held on the 10 Aug. 1847, a resolution was passed calling for the first party to leave by October4 and the "John Wickliffe" sailed on the 24 November 1847 followed by the "Philip Laing" three days later. No specific event had made the New Zealand Company reissue the Terms but their act was sufficient to start the entire operation moving on its way to Otago. Presumably the planners had waited long enough and were now ready for action. Sufficient emigrants were forthcoming to make the journey possible.

2. ibid.
3. Gillies, op cit., p. 30. See Appendix (1) of this thesis.
The revised Terms of 1847 had no changes that affected the Trust Fund or the Trustees. Their publication was followed on 6 Nov. 1847 by the signing of the long awaited documents, A Deed of Trust, the Lay Association of the Free Church and Otago Settlement, in favour of the Rev. Thomas Burns and other Trustees (see Appendix 2)\(^1\) and an Institutes for Otago Church and Schools (see Appendix 3).\(^2\) These were the working documents which later aroused much adverse reaction in the colony.

The Deed of Trust was a closely written document containing more than a dozen points but none was numbered and some related clauses were separated by sections dealing with other matters. The first clause was to "nominate, constitute, and appoint the Rev. Thomas Burns minister of the First Church; Edward Lee, gentleman, Otago; Edward M'Glashan, of Salisbury Place, Edinburgh; and William Cargill, agent at Otago for the New Zealand Company; ... to be Trustees or Trustee, with full powers to call for, uplift, and discharge the proportion of purchase money aforesaid ..." (£36,150). The Trustees were given complete power over the Trust funds, as well as the power to add to their number whoever they chose, thereby perpetuating their philosophy, although a later clause added that the consent of the Deacons' Court of the First Church of Otago, when established, was to be sought before increasing the number of Trustees.

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1. Gillies, op cit., p. 38 reprinted as Appendix (2) in this thesis.
2. ibid., p. 41.
The Trustees were, as might have been predicted, Burns and Cargill, (the latter now appointed Leader of the Colony) who at 52 and 63 years of age respectively, were many years older than the colonists whose average age was about 28 years.1 Edward M'Glashan2 who did not arrive in Otago until 1850, and Edward Lee3 who was already in New Zealand4 are inexplicable appointees. M'Glashan may have been appointed through the influence of his brother, who had tried to have Edward appointed his successor as Secretary to the Lay Association Committee in Edinburgh: John expected to hold the position for a short time before migrating to a legal position in Otago which he achieved in 1853 (Burns had earlier expressed a wish to Cargill to have Scottish law operative in Otago in the hope of avoiding English lawyers and Judges who would presumably be Episcopalian and thus unwelcome).5 Lee's appointment was strange as he was, according to Burns' entry in his visiting book "An Episcopalian who wishes to communicate, but not

1. McLintock, op cit., p. 235 "On a rough assessment it might be said that the average age of the married male emigrants was thirty-six, the married women thirty, the single men twenty-two and the single women twenty-six."

2. E. M'Glashan's brother John was Secretary to the Edinburgh Committee of the Lay Association. Edward was delayed by an accident and did not arrive in Dunedin until 1850.


4. Gillies, op cit., p. 11, often quoted as the expert on Trust affairs, claimed that all four Trustees arrived on the first two ships, but Lee was not even in Dunedin to greet the settlers.

5. Burns/Cargill Correspondence, op cit., 9 March 1846.
as a member of the Free Church". This should have made him ineligible to be a Trustee at all as a later section of the Deed declared "that no person shall be elected trustee who is not resident in New Zealand, and a member of the Free Church therein". The rules must have been altered to appoint Lee, who was a landowner already resident in New Zealand though not a Presbyterian.

The responsibilities of the Trustees were listed: to take plans for Churches and Schools and have them built; to pay stipends and salaries for church and school; to pay Burns £300 annually; to invest any excess money; to buy land and to pay for all these out of their share of the purchase money, advances to be made if necessary by the Company. The settlers' needs for religious and educational accommodation were to be regarded but payments were to be limited to £300 per church annually. They could appoint and pay a Factor to do their administrative work if they desired. However, not only were non-believers and non-residents ineligible to be Trustees, but any Trustee who left the faith or the district also ceased to be one. Liability was covered. "The said trustees, original or assumed, shall not be liable for omission of any kind". Finally, accounts were to be made available by the Session Clerk of the First Church for public inspection from the 15 January for the preceding year.

The responsibilities of the Trustees were thus made clear, even if the document was not. It did make absolutely sure

that anybody who was not one of the select group, a Free Church adherent, would not be able to influence the use of the Trust's money. Lee was an exception, an expedient appointment in the absence of other suitable candidates. (He resigned within three years even after becoming a communicant member of the Church of Otago.)

The Institutes for Otago Church and Schools was a much more precise document than the Trust Deed. It was designed to stand as the Constitution of the settlement, embodying Burns' philosophy and containing precise details for the organisation of its main institutions. It contained eleven clauses, each one clearly numbered, viz.

1. The "Church of this settlement with the Schools attached thereto, shall be formed upon the model of the Free Church of Scotland ..." and the only doctrine to be followed was to be the doctrine of that church.

2. Until there were three ministers, the number required to form a Presbytery in New Zealand, the Free Church of Scotland was to retain jurisdiction over the Ministers and adherents there.

3. Thomas Burns was appointed minister of the First Church and future ministers must belong to the Free Church. A local Presbytery was to be an immediate goal and it would have final authority on church matters, once established.

1. Minutes of the Trustees, 24 March 1851, p. 6. Currently held by The Otago Foundation Trust Board.
4. The Colonial Committee of the Free Church of Scotland was to be responsible for appointing further ministers when requested to do so until there be "candidates for the ministry qualified at a Divinity College in New Zealand".

5. Future schoolmasters were to be examined, approved and nominated by the Court of the Congregation to which the school was attached, then "tried" by the ministers of Presbytery when formed. The Court was to supervise the school, set fees and dismiss the master if necessary.

6. Ministers and teachers were to have their stipends and salaries paid half-yearly from the Trust funds.

7. The actual running costs of the churches and schools were to be met by the Deacons' Courts, not the Trust.

8. Special collections for "religious and charitable uses" were to be permitted in the churches.

9. Functionaries such as precentors and beadles were allowed to be appointed but were to be the responsibility of the Deacons' Courts.

10. The Session Clerk of each congregation was to keep a Register of Births, Deaths and Marriages.

11. Church Courts were to keep accounts and present them annually for public inspection.

These were the rules for the Otago church and schools. It is important to note that the actual curriculum of the schools was not specified, presumably being left to the schoolmaster's discretion. The secular aspects of the schools' work were not the concern of the Trustees, according
to the Institutes, even though the money for the buildings and for the salaries were to be provided by the Trust fund. Either the teachers were greatly trusted or the citizens did not care so long as basic instruction was carried out, and the Trustees were not concerned beyond determining which doctrine was to be taught.¹

Clause 5 continued to cause strife long after the Church had stopped providing for education. The Free Church members managed to have a similar clause inserted in the first, supposedly secular Education Ordinance of the Provincial Council, in 1856, and the requirement was not removed until 1862. Thus some of the Institute's detail persisted in the publicly supported education system for fourteen years after the first settlers arrived.

By the time the departure date arrived for the first ship to Otago, it had been found necessary to amend yet again the Terms of Purchase and the fifth version was signed on the 24 Nov. 1847, the day the "John Wickliffe" sailed from Gravesend, just in time to take the document with her. Minor changes were made to the Terms although two were made which affected the Trust. Clause 20 was changed to allow the Trustees to "select their respective estates in the proportion of one property for every eight sold to private individuals, but to be required to pay for them in the proportion only of one property for every twenty so sold". This change was made

¹. Hardy, op cit., gives more details of the school syllabuses and the settlers' attitudes to the schools' tasks.
because land sales had been so slow that a new system of payment had become necessary. Since the Trust's allocation of land sale money was being collected so slowly, the Trustees were given more favourable terms for paying than before by being allowed to pay off their debt at a slower rate. Clause 24 gained an extra sentence "The Association having prepared a Deed of Trust and relative Institutes, dated 6th November, 1847, as a Constitution for Church and Schools, the same to be held as part of the Terms of Purchase".

Having invested five years in the planning of the Colony, Burns and his fellow settlers left for Otago with a precise set of documents, prepared to turn ideals into reality. Burns had been single-minded about issues when he was recruited to the Scheme and the years of endurance served to concentrate his mind on the plan and its success even more. Having suffered and deprived himself for the Colony, he appears to have been unprepared to waver from the original ideas promoted by himself and the Lay Association. Without official Free Church support, he may have felt an even stronger need to succeed and thus prove his plan. This may have made him even more inflexible than in earlier years.

Events during the next six years, however, were to demonstrate the weakness of many of his ideas. The Trust for Religious and Educational Uses was to become a focus of anti-church criticism, a target for those opposed to Burns' powerful influence in the settlement and even the subject of a public investigation by citizens who felt that the Trust was being mismanaged.
An objection has been made to the system of class settlements, as being sectarian in character; but we think that such an objection is unfounded, and the result of a want of reflection. The impracticability of efficiently promoting the cause of education or religious instruction in an infant settlement, has been experienced in the older settlements of the New Zealand Company; and funds set apart for educational and religious purposes, have been, we believe, locked up, because the settlers could not agree among themselves how they should be administered. The comparative paucity of numbers makes unity of purpose indispensable to the success of such institutions in the early stages of a settlement; and therefore, profiting by past experience, it is one of the stipulations on which the undertaking is based, that all funds to be appropriated for educational and religious purposes, in the Otago settlement, shall have a special destination, namely, for behoof of institutions in connection with the Free Church of Scotland, which shall be open to all who choose to avail themselves of them. 1

In its long-winded Victorian prose, this extract from the *Free Church Magazine* reminded its readers of the unique system under which Otago was to be provided with churches and schools: it also presented the main grounds for the dissension which occurred in the Colony during the first six years of settlement. In 1854 the Provincial Council was established and "The period of paternalism in government, of theocratic control" 2 finally ended.

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1. The *Free Church Magazine* quoted in the *NZJ* 25 Sept. 1847, p. 266.
"The Years of Strife"\(^1\) have been described in detail elsewhere.\(^2\) During this time the narrowness of the Free Church ethos, which was the basis for the administration of the settlement, was criticised and actively attacked on every possible occasion, by the 'Little Enemy' collectively and by other settlers individually. Inevitably, the Trust Funds for Religious and Educational Uses were often the target of the critics as they epitomised the exclusive nature of the settlement, i.e. large tracts of useful land held and leased to support one sect alone.

Through this most difficult time for the fledgling colony, the Trustees continued selecting properties for their estate, meeting to dispose of the small amount of income raised, and making decisions about leases and other matters when necessary. Meetings were held at irregular intervals and were limited to business matters.\(^3\) Other events affecting the Trust and the Trustees were a reflection of the wider issues in the community and were recorded in detail by the Otago Witness which, as a Church-sponsored paper was concerned to report all matters related to that body. In its determination to support and to prove the legality of the Trust Funds, the Witness once dedicated an entire issue to the topic.\(^4\) Such detail makes the Witness a valuable source of information on this period.

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1. McLintock, \(\text{op cit.}\), his title for Ch. 6.
2. Collie, \(\text{op cit.}\), McLintock, \(\text{op cit.}\), Merrington, \(\text{op cit.}\) have dealt with this period.
3. Minutes of the Trustees, \(\text{op cit.}\), hereafter called M.T.
4. Otago Witness, 17 July 1852, hereafter called O.W.
The dream of Burns and Cargill, to plant a Free Presbyterian Church Colony on the shores of Otago, was doomed from the beginning of the enterprise. They had been unable to recruit the right type of settler, one who was Scottish and a Free Church adherent, who had some capital or was a steady worker imbued with Scottish thriftiness and who would work hard enough to buy his own land. Most of the strife which occurred in the settlement was the result of clashes between Free Church followers and other, freer thinkers who were mostly of English origin. Many of the clashes were over religious practices which affected the entire community whether they desired the involvement or not, e.g. Sabbath observance, and these often led to attacks on the Free Church as a body. The first six years, until the establishment of the Provincial Council as the official organ of local government, saw the most bitter fighting. Yet, although the accounts of the clashes often make them sound slanderous in the extreme, it is often surprising to see on the same page of the newspaper, a list of the bitterest adversaries working together on another committee.1 It is possible that the fighting might even have become a perverse form of entertainment in a community isolated by weeks of overland or sea travel from its nearest neighbour, and by six months sea travel from Great Britain.

1. The Committee establishing the Mechanics Institute consisted of a number of Church members and Little Enemy, working harmoniously together.
Friction began on the voyage to New Zealand. Social proprieties amongst the cabin passengers were upset by a couple, ostensibly Mr and Mrs Carnegie \(^1\) when it was discovered they were not married. They were ostracised for most of the trip before consenting to be wed by Burns but Carnegie became an enemy who persistently harried the Free Church hierarchy in the Colony until his death in 1859. The incident demonstrated Burns' unbending intolerance of those who would be different. Further discontent was referred to in a letter which was published in The New Zealand Journal,\(^2\) whilst another settler related his account of "some serious procedures" en route:

The Captain, the Doctor, and the Minister, a formidable triumvirate, conducted several criminal jury trials with great formality and inflicted various punishments ... the state of discipline ultimately became very thorough. \(^3\)

It would appear that the wrong sort of people had been selected and critics were not slow in writing home;

The labourers by the Philip Laing are not quite the sort of people wanted here. They are mostly weavers and miners. They are, besides, a mixed set as regards their general character.

1. McLintock, op. cit., p. 241 does not name them: Burns' Journal deals with the matter at length and indicates his reaction to the matter: "Wed. 9 Feb. After severely remonstrating with him (Carnegie) on the great impropriety of his conduct - I said to him in answer to his renewed importunity that I wd marry them" - Burns appeared to stir strong reactions "20 Feb. ... the Cat which has gone missing - suspect that Mrs C. has in revenge thrown it overboard".

2. NZJ, 16 Dec. 1848, p. 296.

3. ibid., p. 295.
It is a pity the Scotch Association had not the means of making a better selection. All the labourers ask for exorbitant wages, which private individuals cannot afford to give. 1

Not only were the labourers of the wrong variety but there was also another group who

... ought by all means and for their own sakes, to be discouraged. Common sense should point out that in a new settlement there can be no opening except for the workman and his employer, nothing intermediate. But unemployed clerks and others in the like case have availed themselves of the Company's ships to take passage at their own expense, the cost of which exhausts, or nearly so, their whole means, leaving them dependent upon the labour for which they are unfit. 2

Finally, there was the group of capitalists, attracted from England, who were Episcopalian by inclination and were not prepared to accept all the conditions imposed by the Free Presbyterian Church on the community:

... the opposing minority, consisting for the most part of a few envious Englishmen, who got to be known as the 'little enemy', sometimes vexed the soul and wearied the patience of the leaders of the community. As a rule, however, they treated this enemy with generous forebearance. 3

This was the description of an historian in 1898 but it is a moot point whether there really was much "forebearance".

A major problem met in interpreting events of this period is that most of the published research is by Church members.

1. NZJ, 21 Oct. 1848, p. 252.
2. Otago Journal June 1849, the first edition of No. 4, p. 56, a letter from Wm Cargill to J. M'Glashan.
3. 50 Years Syne, J. Chisholm, 1898, p. 115. The leading members of the Little Enemy appear to have been Carnegie, Garrick, Graham, Harris, Manning, Mantell, Strode and Williams.
seeking to vindicate the actions of the first settlers.\(^1\)

Typical of such statements is the following:

> It was a high privilege for which they (the Church members) were thankful, not a crime of which they had cause to be ashamed, that they were the dominant party in Church and State. If in working out the divine purpose, of which they believed themselves to be the ministers, they endeavoured to act in accordance with their genuine convictions, that was no reason why they should be branded as bigots by a few men of different ancestry and training, who saw with other eyes than they. Anyhow, they had the courage of their own convictions; which greatly needed quality may God grant to all of us. \(^2\)

Consequently, it is difficult to find a balanced description of the "little enemy" and to discover whether their grievances were genuine. If such a statement as Chisholm's is indicative of the self-righteousness of the Church members, it is not surprising that friction occurred.

Even Burns was worried by the type of people who had migrated and within six months of arrival had written to a fellow minister in Scotland:

> The emigrants by the Blundell ... appear to be a very superior class of people, and, I see, nearly all Free Church people, and in that respect, very different from the first party... The truth is, that if our friends of the Free Church do not step forward soon, the favourable opening will pass into other hands, English purchasers have come extensively forward. \(^3\)

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1. For example, Chisholm, Gillies, Merrington and Stuart-Ross were all Presbyterian ministers.
2. Chisholm, op cit., p. 115.
3. Otago Journal, June 1849, No. 4, 1st ed., p. 57. Did Burns intend his letter to be published or was it a private communication? He could be accused of giving bad publicity to the Colony, and certainly he would have become more unpopular when the subjects of his letter read it.
The first winter had been spent barely surviving, with the settlers occupied in essential tasks. Opposition to the authorities was muted and unorganised. During this period the Trustees chose most of their properties, or rather, Burns alone chose most, as two of the Trustees were absent and Cargill was busy otherwise.1 Their first recorded business meeting was on 30 May 1848 when the one item of business concerned the offer of a house by William Cutten "affording immediate accommodation for Church and school purposes".2 Duties did not appear to be onerous and business was often conducted speedily as, on the occasions when official permission was required from the New Zealand Company's Resident Agent to proceed with a building or the purchase of land, Cargill was able to don his official hat and grant it immediately. By August 1849, the Trust's estates amounted to 1325½ acres.3 This was the property which was to cause so much criticism to be directed at the Church; firstly under the guise of maladministration, later because ownership gave the Church the appearance of an

1. In his Journal Burns refers to selecting Trust properties on the 24 April 1848, 9 June 1848, 31 August 1848, 27 September 1848 and 4 October 1848. O.W. 29 Jan. 1853 stated that Lee had "gone before them to Otago" and Hocken, op cit., p. 100, states that Lee was "absent in a distant part of the colony" when the settlers arrived at Port Chalmers.


3. O.W. 17 July 1852. There was confusion about the number of properties owned by the Trust. The Trustees considered they held 22 but the New Zealand Company's books showed they had been credited with 23. The Select Committee of the Otago Provincial Council which enquired into the Trust Funds in 1860 found that they had 1325½ acres.
endowed Church and thus a State Church with accompanying privileges.

In 1849, an incident occurred which casts doubts on Burns' earlier dedication to education and was typical of the Trustees' tendency to favour the Church over other sectors of the community. The event reflects the struggles of the settlement and negates Burns' earlier claim that he intended "bringing them (the minister and the schoolmaster) nearly to an equality in outward status". 1 James Blackie, the Schoolmaster, wrote to the Trustees

It is with some reluctance that I address you on a subject so apparently selfish as that of asking an increase of salary yet a sense of duty to myself, to those who may hold similar situations in the Colony and to the Public compels me to throw away any false delicacy. 2

He had received his promised salary of £100 yearly "yet money goes a much shorter way here than at home, but I was told the contrary". He was aware of the responsibilities of a teacher and asked

Should he who has not only to teach certain branches of knowledge but to educate the moral sentiments and draw out the reasoning faculty and to apply the principles he inculcates in government - be underpaid ...

and he trusted the Trustees would do their duty to themselves, the public and him in the matter.

The Trustees' reply was not encouraging. They would be pleased to attend to his proposal concerning his salary but a moment's reflection must convince him (Blackie) that in the present state of things he has put to them an impossibility in as much as there are no funds ... it is plain that until the requisite

1. Burns/Cargill Correspondence, op cit., 19 Nov. 1844.
land sales shall have been effected the Trustees can have no funds and so far from any increase to the Loan made to them by the Company for the purpose of getting our small party into motion, it must be borne in mind that the Company hazarded that loan (indecipherable) the same belief that was entertained by parties whose salaries must be maintained from funds to be created from the sale of lands and were it so to turn out that these sales should not be effected all salaries must cease and the Company would lose its loan. 1

With this account of the facts and an implied warning not to expect even his basic salary if sales continued poorly Blackie was kept in his place, despite the fact that Burns succeeded in having his own stipend of £300 a year met from sources other than the Trust whence it was meant to originate. "Thus was subtly graded labourer, teacher and preacher in the new society". 2

The same problem arose with the next schoolmaster who asked for his salary to be increased in Oct. 1851. The Trustees still had no funds but treated him more kindly than his predecessor: they were able to refer him to the Deacons' Court of the First Church (an action unavailable to them in Blackie's case) with an intimation that should they (the Deacons) see fit to make it the subject of a special collection at the Church door, the Trustees in their private capacity and amongst their friends will do everything in their power to promote such a collection. 3

At least McDowell did not get the ominous warning that Blackie had received for his temerity.

3. M.T. p. 11, 18 Oct. 1851
With the passing of the first winter, and with the advent of the Otago News in December 1848, the critics of the administration began voicing their complaints publicly. Issue Number 5\(^1\) marked the beginning of the feud between the leaders and the editor which ceased only with the newspaper's demise but which was continued by other members of the Little Enemy. Issue Number 5 had upset Cargill by criticising the agricultural potential of the Otago Province. This was a heinous crime in Cargill's eyes because it gave bad publicity for the colony in Great Britain and might have deterred future settlers. His reaction was to cancel the twenty copies of the Otago News purchased by the Trustees for distribution in Britain.

Cargill offered himself again as a target for those opposed to narrow-mindedness when he wrote to the Rev. Creed, a missionary at Waikouaiti, suggesting Creed stay at home and preach to the natives instead of coming to Dunedin and preaching to Methodists and others.\(^2\) Creed sent Cargill's letter to the Otago News plus a reply, which were published on the 2 May 1849. Editorials opposing Cargill followed\(^3\) along with ensuing correspondence.\(^4\)

The Editor of the Otago News attacked Cargill and the philosophy of class settlements again, in September 1849,

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2. Otago News, 2 May 1849 which printed the letter written by Cargill on the 15 March 1849.


4. ibid. The letters were signed "Anti-Bigot" and "A Grampus".
and referred to the Church Estate as the endowment of a State Church.

The New Zealand Company may be forgiven for entertaining the idea of forming Class Settlements; but the failure of this their first attempt will show them the rottenness of the system, and the utter hopelessness of ever succeeding in the work of colonization on such a small and confined scale ... the blasting, blighting and withering influence of a Class Settlement. The establishment of a State Church might have been justifiable in the time of the 'Pilgrim Fathers' but that any members of a Christian church professing to believe in freedom of conscience, the right of every man worshipping his Maker in his own way without tax or tithe, and an uncompromising hatred of patronage; - that such professors should not only accept one eighth of all land sold as an endowment for a State Church with a perpetual living, but should dissuade and intimidate ministers and members of other denominations from worshipping after their own fashion, is, we must say, following too closely in the footsteps of the said 'Pilgrim Fathers' to be either pleasant or palatable to the more expanded minds of the majority of those living in the nineteenth century. 1

Following this blast, nothing was sacred. Cargill was compared to "the clown on the back of an ass" 2 while the Lay Association was considered nothing more ... than a local committee acting under the New Zealand Company in all matters appertaining to the purchase of land, their own energies being directed to sustaining it, if possible, as a class settlement. In this, however, they have signally failed. 3

It is necessary, of course, to accept that these opinions were from a minority of the population whose size it is difficult to assess. The number of Church adherents in the

Colony at this time is not clear, and of two censuses, the one taken by the Government representative, Alfred Strode, the Resident Magistrate on 6 April 1850 indicated 725 Presbyterians while Cargill's, for the New Zealand Company on 31 March 1850, showed 888. The total population of the Colony was about 1150.

It is pertinent to note that in 1852, Burns and his Elders and Deacons did admit that

It is true, indeed, that at an early stage the settlement was invaded by hordes of loose characters, in numbers almost equal to the settlers themselves, whose Sabbath desecrations and open profligacy gave ground for the most painful apprehensions; but the entire aspect of our people, and more especially on the Lord's day, was such, that most of these characters soon withdrew from a place and a society that did not suit them, and the few who remained, if not reformed, have become hid.

It is more likely that coexistence under strenuous circumstances had led to better understanding by both sides but if criticism was less vigorous, the dissatisfactions still remained.

The demise of the New Zealand Company on the 5 July 1850 publicised the poor financial situation of the Trust funds. At a special Congregational Meeting called after the news arrived, a Statement of Accounts was presented

1. NZJ, 15 Feb. 1851, p. 262, quoted Strode's figures: 727 Presbyterian out of a population of 1182. O.W. 8 Feb. 1851 quoted Cargill's figures: 888 out of 1149. However, Strode gave those of "Presbyterian origin" while Cargill gave those who were "Presbyterian adherents" which may explain part of the difference.

2. O.W., 17 July 1852.
which showed that the Trust was badly in debt\(^1\) and that special efforts would be required to pay the money now owed to the government. The Government was now covering the Company's liabilities, to the minister and to the schoolmaster. The Trustees' load was eased by the Congregation's preparedness to take responsibility for some of the problem and a Committee was established "to consider the whole subject of providing for Minister's Stipend, Schoolmaster's Salary, and other expenses".\(^2\) By the 26 November, they recommended that collection plates be set out, that seat rents be adopted, that a Sustenation Fund for the minister be established and that arrangements be made to keep the school going.\(^3\)

The *Otago News* stopped publication in Dec. 1850 and was replaced by the *Otago Witness* using the *News'* press which had been purchased by a committee of Churchmen to promote their cause in print. They were quick to turn on the Church's critics and make them squirm. In May 1851, the Otago Settlers Association was inaugurated, having one of its purposes

1. Figures given at this meeting were:
   - Forwarded to the Lay Association £2881.10.6
   - Trustees entitlement from land sales
     - £3671.6.3 gives credit £789.15.9
   - Payment for eleven properties
     - £1325.10.0 leaves debt £535.14.3


3. Blackie had died in 1850 and the Deacons were looking for a new teacher.
II That the object and business of the Society shall be from time to time to consider and to discuss such subjects of local interest as shall be deemed of importance to the Colony; and to watch over the disposal of the migration, Civil, Ecclesiastical, and Educational Funds placed in the hands of Trustees for the benefit of purchasers and settlers; and otherwise to protect their Civil and Religious Rights.  

to which the Witness promptly replied, under the heading "Defeat of the 'Little Enemy'" that the Otago Settlers Association had been established by that small minority because they had lost their mouthpiece,

They imagined they could keep the command of this Association, and by its high-sounding title give to their little clique the appearance of being even a party in Otago.  

and continued, that it seemed such a good scheme that many settlers had hastened to join it and had made it "a really useful engine for the expression of public opinion". They went as far as to predict that the Little Enemy might even try to "strangle it in its early stage of existence" and were proved partly correct when the Chairman, Robert Williams, resigned almost immediately.

However, the first business of the Association was to hold a public enquiry into a seeming omission in the Trustees' accounts. A public meeting was held on the 7 July 1851 where the error was explained. Only eleven properties had been bought and shown in the accounts as assets whereas it was known that the Trustees really had twenty two.

1. O.W., 19 July 1851.
2. ibid.
3. ibid.
Cargill was able to explain the matter quite simply. Under the Terms of Purchase one Trust property was chosen for every eight private ones. By the time 175 private properties had been disposed of, the Trust was entitled to 22 of their own. However the Trustees only paid for their properties at a rate of one for every twenty sold and were so far supposed to have paid for eight. In fact, the Trustees had actually paid for eleven. This explanation would have been easily obtainable in the settlement and speculation is aroused as to the real motives of the members of the Settlers Association in raising the matter at a public meeting. It could have been an attempt to embarrass the Trustees which backfired. The Association had the last word.

Considerable dissatisfaction having been expressed regarding the Accounts of the Church Trustees, the Committee of the "Otago Settlers Association" having procured a Copy of said Account beg to state that they have carefully gone over the several disbursements, and they are perfectly satisfied with the accuracy of the same.

By Order
P. Proudfoot
Sec. 1

Although the Trust Funds, in this case, had served only as a rallying point for the dissidents in the community, the funds were constantly in the news, reminding the settlers that the Free Church had some advantages that other sects did not.

During the early years of the 1850s the Lay Association Committee in Edinburgh, led by the vigorous John M'Glashan, 2

1. O.W. 19 July 1851.
agitated for its own Charter to enable it to continue the settlement of Otago under the same conditions that had prevailed for the New Zealand Company. There was considerable discussion on the topic in Otago as well, and a number of settlers were opposed to the possibility of a Charter which might perpetuate the Free Church hold on the Colony. A Petition was got up and signed in Sept. 1851 which asked Earl Grey, the British Colonial Secretary, to withhold such a Charter on the grounds that Otago was not predominantly settled by Free Church adherents, thus the Lay Association would not be acting for the majority of settlers.¹ The Otago Witness quickly attacked the petitioners but admitted that "It was never intended that the Settlement should be exclusively Free Church, nor that the funds from Religious uses should amount to an endowment".² This was one of the first times that the possibility of change to the land sales system was acknowledged, with the implications such an act would have on the allocation made to the Trust Fund for Religious and Educational Uses. In February 1852, at another public meeting sponsored by the Otago Settlers Association, the Terms of Purchase were discussed and a motion was put

That the funds devoted to Religious and Educational purposes be discontinued; and that the one-eighth of the purchase money be set apart for these objects be added to the Emigration Fund.³

1. O.W., 6 Sept. 1851.
2. ibid.
Although this motion was lost, the Trust Fund was increasingly publicised as the matter of self-government became a reality and people realised that land sale regulations would be required for the entire province, not just the original 400,000 acres of the Otago Block. Eventually the Otago Witness stated

... the giving up of the 5s per acre for Churches and Schools is not annihilating the class character of the settlement. It was never contemplated by the founders of this settlement that the fund should be charged forever. 1

This, however, was patently untrue. Burns had claimed in 1846 "that however fast or far the settlement may spread ... every additional acre ... will just throw in its proportionate addition to the fund for religious and educational purposes". 2

The Deacons' Court of the First Church at Otago had been established on the 16 January 1851 and it was to this body that the Trustees became responsible (though not very strictly) in law. The Trustees reported annually, stating that they had no money in 1851 but that they hoped soon to pay off their debt to the Company. 3 In 1852 they commended the Congregation for its efforts to pay the minister's stipend which the Trustees could not yet provide. They appreciated the Congregation's efforts to preserve the "central fund of the contemplated Churches of Otago" and felt bound

1. O.W., 16 July 1853.
... to make over all rents in satisfaction of their bond and further that until such rental be of itself sufficient and to the satisfaction of Mr Burns for the security of his stipend that they alienate neither property nor money for any other object without Mr Burns' consent expressed to them in writing. 1

The New Zealand Company's creditors could obviously wait for their money, while the Trust's income supported Burns. Burns, as a Trustee, chaired this meeting so that it is not surprising that some citizens saw the Church leaders as self-interested governors of a personal fiefdom.

Income from land sales was still going to the Trust Fund. 2 However, instead of paying their debts, the Trustees directed it to Burns for which the Deacons' Court was grateful although by 1853 they were able to state that

... the congregation of the first Church is perfectly able to pay its Minister's stipend in full, without the aid of the Trustees for Religious and Educational Uses, provided the Sustenation Fund be adequately worked. 3

But it wasn't and the Trustees directed more money in the next year to this purpose.

The old charge of the Free Church being an endowed Church and thus a State Church was resurrected in 1852. This was a confusion which the Church leaders seemed unable to settle and much of the criticism of the Trust stemmed


2. Gillies, op cit., p. 18, claims that the Trustees received no more income from land sales after the New Zealand Company ceased operations. This is incorrect as amounts were paid until 1856. See chapter 3 for details.

3. O.W., 18 Feb. 1854.
from their inability to describe its functions precisely.\textsuperscript{1} The Lay Association invoked more criticism that year by refusing to give a site in Dunedin to the Episcopalians for a church. They felt that giving such a site ... would involve a breach of trust and infringement of the scheme for settlement, whereby the land has been set apart for sale and certain defined purposes - exclusively on the faith of which the Association and the Purchasers of lands, and the settlers generally have transacted. \textsuperscript{2}

And it was unfortunately the case that the "certain defined purposes" were for Presbyterian churches only. This invoked a collection of "Original Correspondence" to the Witness\textsuperscript{3} and another petition to Earl Grey, in Nov. 1852, asking him to make this Settlement free to all denominations of Christians; and that in future, Land Sales - the provision set aside for religious purposes - shall be appropriated in the usual manner adopted in the other settlements. \textsuperscript{4}

With the passing of an Act granting self government in New Zealand,\textsuperscript{5} the need for the Otago Lay Association and the Otago Settlers Association diminished and both were wound up. However, when electioneering and manoeuvring for political power in the newly-formed province began in 1853 some of the earlier disagreements resurfaced.

\textsuperscript{1} O.W., 27 Nov. 1852.
\textsuperscript{2} O.W., 24 July 1852.
\textsuperscript{3} O.W., 4 Dec. 1852 from "Consistent" and "True Blue"
\textsuperscript{4} 11 Dec. 1852 from "X"
\textsuperscript{5} 18 Dec. 1852 from "Fairplay"

\textsuperscript{4} O.W., 20 Nov. 1852.

\textsuperscript{5} McLintock, op cit., p. 350, gives more details of the Constitution Act, 15 and 16 Vict. Cap. 72, June 1852.
Robert Williams was invited to stand for the position of Superintendent, opposing Cargill, and his acceptance letter was blistering:

We have now arrived at an epoch in the existence of our Settlement when its destiny for good or ill, for some years at least, must be decided by the voice of the people on their choice of Representatives at the approaching Election. It may depend whether the lethargic and imbecile administration organised by the Association - under which for five years the settlement has languished, and by which many of our most respected fellow-colonists have been driven to other colonies - shall survive the period fixed for its expiration. 1

Williams withdrew from the race and Cargill was appointed unopposed, but the strong antipathies were obviously still extant and even stronger attacks were later made on Cargill in his role as Superintendent of the Province.

Education had been neglected by the Trustees. The first members of the Provincial Council were urged to take an interest in the matter as the Church had been unable or unwilling to do much beyond providing sites for schools in Dunedin, North East Valley, Andersons Bay and Green Island (which the Provincial Government later purchased) then leaving the settlers to provide buildings and teachers' salaries. 2 The Rev. Fenton, an Episcopalian, had been refused a site for a school, and in the ensuing debate, a correspondent had voiced the general opinion about the poor standard of schooling in the town: "Dunedin has a school

1. O.W., 29 Jan. 1853.
2. O.W., 24 Dec. 1853. The editorial in this issue was one of the few balanced ones written by Cutten where he considered both sides of a case in a dispassionate manner.
and a teacher, although he may not be the best.¹ One solution, suggested by "Beth" was to sell the Trust lands to pay for education,² a cry which was taken up with increasing vociferousness during the next twelve years.

The Church and its leaders were consistently attacked during the period from the first landing of settlers to the opening of the Provincial Council. Some of the attacks were inevitable because they appeared to represent government in the Colony, and they were responsible for many regulations in the settlement. It is difficult to decide how much of the disputation was through genuine religious disagreement and how much was from the interaction of a number of strong-willed and independent-thinking settlers. The majority of the settlers would appear to have been satisfied with most aspects of life in this Church-oriented society.

With the arrival of the Revs Bannerman and Will, the Presbytery of Otago was established, on the 27 June 1854. At its first meeting the Presbytery established a number of committees including a Board of Trustees

... as the legal hands to hold the Church lands, and all other realised property connected with the Church as places of worship, etc.⁴ The Church Land Estate is already vested in Trustees; but it is advisable that a new and enlarged Board shall be constituted with adequate powers. ³

¹. O.W., 24 Sept. 1853.
². O.W., 29 April 1854.
³. O.W., 8 July 1854.
This in fact did not influence the Trustees of the Funds for Religious and Educational Uses; they continued to meet alone and to administer the Trust without consulting Presbytery. At this stage they possessed 1325½ acres\(^1\) which returned an annual rent of between £30 and £60. They were in debt yet were still receiving money as their share of the land sales income and would continue to do so for the next two years. The main business to occupy their attention for the next decade was to draw up a new Deed of Trust as they had been aware from an early date that the Church Estates were not inviolate;\(^2\) that efforts were being made to relieve them of some of their property, especially after the Provincial Government had taken responsibility for education in 1856, thereby removing some of the original purposes of the Trust. Within six years, the Trust Funds were the subject of an investigation by a Select Committee of the Provincial Council and the Church had to fight strongly to retain the lands and to convince an increasingly disbelieving public that the estate was rightfully Church property.

1. The Trustees had not begun to buy additional land to the original Estate at this date; later in the decade they were to buy several thousand acres more for church, manse, and glebe sites. Schedule A of the 1866 Presbyterian Church of Otago Lands Act lists the land selected by the original Trustees while Schedule B lists the land bought later.

2. The Trustees claimed from an early date that they were "incompetent to give authority which might alienate a title" (M.T. p. 23, 28 April 1854) and refused to part with any land but they were ultimately threatened by legislation to dispossess them (O.W., 23 Dec. 1865).
CHAPTER THREE
OTAGO 1854 TO 1860

From 1854 the Trust's business was opened to debate in two public forums, the Presbytery of Otago, established on the 27 June 1854, and the Otago Provincial Council, which first met on 19 Nov. 1853. Both groups could resort to conducting their business in committee; otherwise events were reported in the local newspapers, the Otago Witness, and from 26 Dec. 1856, the Otago Colonist. The editor of the Witness, William Cutten, although Cargill's son-in-law, was rigorously opposed to Cargill's political style during this period and used every opportunity to castigate him publicly. As Cargill was a Trustee, business matters of the Trust were also dealt with severely by this paper.

During the remainder of the fifties, the 'Class' character of the settlement was under steady attack. As the population grew so did the proportion of non-Presbyterians. It became increasingly difficult for Burns and Cargill to reserve the Colony for the Scots followers of John Knox and

1. McLintock, op cit., p. 356. Although the formal opening of Session I was on the 30 Dec. 1853, the Council met informally on the 19 Nov. 1853.

2. Cutten was an Anglican and an associate of the Little Enemy group which included John Carnegie, D. Garrick, Henry Graham, John Hyde Harris, Henry Manning, Walter Mantell, Alfred Strode and Robert Williams.

3. McLintock, op cit., p. 360. Cutten was at odds with Cargill from Dec. 1854 to June 1857.

4. O.W., 31 March 1855, gave the population as 2,557.
to protect the privileges which the Free Church had established for itself in 1848.

The Trust Funds for Religious and Educational Uses were an obvious target for critics of the Church. In 1854, the Trust owned 1325½ acres of land. They were ostensibly responsible for the provision of schools, churches, manses and the salaries for ministers and teachers, yet by the time that the Presbytery was established the Trustees had provided only four schools with very little money for the teachers, who had to rely on fees for their income. After 1854, the Trust income slowly increased until by the early 1860s it had become several hundred pounds per year. The Trustees' omissions were obvious, as were their possessions; they were an easy target and made matters worse by failing to show a reasonable face to the public. On several occasions they were revealed to be appallingly legalistic and petty minded in their public relations.

During this period, the two major issues which occupied the settlers and especially the Provincial Councillors, were land sales and the provision of education. Both these issues affected the Trustees and they were drawn into many public debates.

The Presbytery of Otago inherited the moral responsibility for the Trust's debts although in fact, the Trustees had a limited legal responsibility, with the result that neither group was particularly worried about the amount owing and both appear to have taken little action beyond making reports on the matter. The amount is difficult to discover but was
about £2000.¹ Since the demise of the Company, land sales had been administered by Walter Mantell, the Commissioner of Crown Lands. His orders from the Colonial Secretary in London were included in a letter from Earl Grey to Governor Grey:

You will observe that although the terms of purchase of the Otago settlement have now expired by reason of the association's inability to sell the stipulated quantity of land, and although the legal control over the land has consequently devolved on Her Majesty under the provisions of the Constitution Act, it has nevertheless been thought by Her Majesty's Government that the land should continue to be administered in general conformity with the terms hitherto subsisting until the General Assembly shall otherwise determine. ²

This meant that sales of the 400,000 acres of the original Otago Block were to continue as before and did so until April 1856, with the Trustees continuing to be entitled to their share of the money. Various amounts were paid to them in Dec. 1854, Dec. 1855, March 1856 and June 1856, a total of £353.16.2.³ It is possible that even more may have been paid but not recorded as the Trustees' book-keeping in the early years was rather casual.

1. M.T. p. 9, 24 March 1851. The accounts recorded claimed a debt of £545.14.3 on the advances from the Company, and £1446 for 12 properties, totalling £1981.14.3. The O.W. of 12 July 1861 which reported a Presbytery meeting quoted £1695.10.6 and had "reason to believe that at least a considerable portion of this balance was subsequently liquidated by the eighth accruing from the sales of properties during the remaining years of the scheme".

2. Gillies, op cit., p. 17.

3. The O.W. reported the following payments on the following dates: 15 Dec. 1854 - £82.13.0; 26 Jan. 1856 - £185.10.8½; 26 April 1856 - £56.5.0; 23 Aug. 1856 - £29.7.6.
There had obviously been some confusion about the payments as a scathing and anti-Centralist theme had been adopted by the Editor of the *Witness* in April 1855.

We understand that the Commissioner of Crown Lands has received instructions from the General Government to pay the proceeds of land-sales in the Province of Otago to the various uses under the Otago Scheme .... How the Crown Commissioner is to carry out his instructions we cannot tell, as he appears to be expected to disburse eight-eighths, to take his salary and pay the expenses of the department out of the balance.... Our belief is that the General Government is perfectly imbecile, that it does not know on one day what it did on the previous day, and certainly not what it will do on the next. 1

It is possible that Cutten was using the matter of payments of the Trustees' share, amongst others, as an indirect way of supporting Walter Mantell with his departmental problems. By supporting Mantell, a fellow 'Little Enemy', Cutten demonstrated his disdain for Cargill and the business of land sales in general, which was occupying the Provincial Council at this time. 2

James Macandrew, the Treasurer to the Trustees and an enthusiastic supporter of Cargill's policies at this time, was vigorous in pursuing the money owed to the Trustees. He was thanked for "his zeal and diligence ... in securing to the church the sums reported by him" 3 by Presbytery in 1855. He attempted to obtain more when attending the

1. O.W., 21 April 1855.
3. O.W., 29 Dec. 1855, reporting on a meeting of Presbytery held on the 18 Dec.
General Assembly in 1856 and had his motion to pay the Trustees approved by the Colonial Treasurer only to be told it "could be only entertained in a Committee of Supplies". It is doubtful whether he was successful as in 1857 the Trustees recorded that "a decided application should be made by the Trustees to the General Government on the subject" of their share. Although the amounts paid to the Trustees were small, their existence did remind the public that the Trust Fund was still in a privileged situation, obtaining money to support the Free Church activities. No other church in the province was entitled to this benefit.

Land policy emerged as a major concern of the first session of the Provincial Council and

... it was apparent that land policy was closely linked with the struggle to preserve the "class" settlement and that Cargill and his associates held firmly to the belief that the abandonment of high land prices would place in jeopardy the unique features of the original scheme, with its provisions for religious and educational development. The battle over land sales was waged for the next two years. It appeared to have been resolved in 1856 but broke out again in 1860 when cheaper prices were finally enforced. The General Assembly had given the Provinces jurisdiction over land sales in 1854 with the Waste Lands Act and the Provincial Waste Lands Act which allowed each province to

1. O.W., 9 Aug. 1856.
4. ibid, gives more detail to these Acts on p. 388-389.
choose for themselves the best way to sell their land. Because of the differences of opinion involved, much time was spent in Provincial Council proceedings on this topic in lieu of pursuing other pressing matters.

The Trustees were not drawn into this debate although they stood to gain or lose from the final decision. Cargill wanted to continue allocating money to the Trust if the price of land could be kept high. His opponents were prepared to raise money for the various needs of the Colony through taxation. Macandrew, while appearing to support Cargill, also seemed to play his own game. In March 1854 he presented a draft Bill, a "Terms of Purchase of Land Amendment Ordinance" which suggested selling rural and suburban land at 20s per acre and town sections at £5 (in keeping with Cargill's policy of high prices). The proposed distribution of the income however, allowed nothing for the Trustees for Religious and Educational Uses. The Ordinance lapsed and Macandrew continued to support Cargill's policies, so forcefully it would seem that he precipitated a crisis in Dec. 1854 when the Executive of the Council had to resign when refused a vote for supplies. From this crisis evolved the compromise on land prices which stood until the decision to auction land, with a minimum upset price, was made in 1860. In this case it was difficult to discern where Macandrew's

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1. O.W., 4 March 1854. It is possible that this Bill did not get presented to the Council but was dropped after newspaper publicity which evoked criticism.

loyalties lay, as it was in many of his political activities. It is also a moot point whether the Trust benefited, in the public's eyes, by his association with it.

While the Provincial Council was so occupied in 1854 and 1855, other matters were left. Education was in a sad state: the Trustees had achieved little and the Provincial Council had ignored it. Thus the newly formed Presbytery felt moved to comment on schooling provisions at their first meeting.

The subject of education having been brought before the Presbytery by Rev. W. Bannerman, it was resolved to offer every encouragement to efforts for the establishment of elementary and superior schools founded on a broad and liberal basis for affording instruction based on religion, and a committee was appointed to deal immediately and decidedly with this subject. 1

The Witness, editorialising on the establishment of the Presbytery, presumed that it "will no doubt have the question of education under its consideration, and will in all probability take steps for extending its influence, but in the absence of sufficient funds at its disposal, it cannot propound any measure which will meet the present emergency". 2

Having considered possible schemes for advancing education and having presented "copious extracts ... of the arguments which might be adduced in favour of Education" the writer allowed that "a complete system of Education" had attracted many of the original settlers but "Our expectations in this


2. O.W., 24 June 1854.
respect (from causes which it is not our object at present to enquire into) have been anything but realised". He concluded that taxes might have to be the answer.

A worse possibility was that the Trust's lands, or their income or both might be taken to pay for education, which was supposed to be an intention of the Trust. The Trustees did not see it as their duty to pay for the education of everybody, and virtually all of their income had been spent on ecclesiastical activities. Income was certainly limited¹ and rents returned an average of £32 yearly until 1857. Yet at the Presbytery meeting on 19 Dec. 1854, it was reported that the Trustees had £100 to dispose of, whereupon £30 was allocated to build a manse in Dunedin, £30 to build a church at Tokomairiro, £30 to build a church at Inch Clutha, and £10 to enlarge the church at East Taieri.² The Provincial Council had voted £82.13.0 to the Trustees four days previously and it might have been expected that the debt to the government would have a prior claim on the money. The same thing happened again in Dec. 1855 when the Treasurer reported having £200 in hand, following a payment of £185.10.8₉ by the Provincial Council.³ The money this time was spent on the Taieri Manse, £50, the Tokomairiro and Inch Clutha churches, £50 each and £100 to secure the services of the Rev. Mr Bethune, that the southern districts may enjoy a

1. The Church Trustees' Letterbooks held at Knox College, No. 1, p. 357.
more frequent dispensation of Christian ordinances than at present."¹ The income was certainly not being spent on education: the debt does not appear to have ever been totally liquidated: rather it was religious matters that occasioned expenditure.

The Trustees and many members of the Presbytery were aware of the inadequacies of the terms under which the Trust was operated. There had been agitation early in the settlement's history to sell Trust property which the Trustees had claimed they were not entitled to do.² Presbytery established a Committee on the Secular Affairs of the Church at its first meeting and the Procurator, John M'Glashan, presented the Trustees with a Bill on the 7 Aug. 1854 "for amending and regulating the Church Estate".³ It was the "intention of the Presbytery to submit the measure to the Provincial Council to be passed into law".⁴ The next day a clause was inserted to relieve the original Trustees and M'Glashan agreed to see the Bill through the Council and amend it if necessary.⁵ This was the first concrete step in the Trustees' scheme to have their Trust legally corrected and amended to suit conditions in the Colony. However, the next meeting of Presbytery, on the 25 Oct. 1854, was told that "in present circumstances

¹. O.W., 29 Dec. 1855.
⁴. ibid.
⁵. ibid.
it is advisable to delay any consideration of any new constitution for the administration of the trust estate for educational and religious purposes".1

This move may not have been entirely unexpected. The Provincial Council had met for its second session on the 31 Oct. 1854 and a Select Committee on Education had been appointed which reported on the 18 December of that year.2 The members were William Reynolds, Presbytery Treasurer, John Gillies, Convener of the Presbytery Sustenation Fund Committee, James Macandrew, Treasurer to the Trustees of the Funds for Religious and Educational Uses, and Alexander Rennie, "a zealous Church and Sunday School worker".3 It was no surprise that they recommended "that provision should be made from the public funds of the Province, or by assessment, for a liberal education to all children as far as was practicable",4 thereby deflecting attention from the Trust Fund established for just that purpose.

On the 17 Dec. 1855 after a further year when education had been ignored, a Commission was appointed by the Provincial Council to recommend a system of education for the Province. Again, the Church supplied the members, viz. Macandrew, M'Glashan, Reynolds and Proudfoot (Factor to the Trustees). The Education Ordinance passed on the 14 March 1856,

1. Finlayson, op cit., p. 8.
not surprisingly, ensured that the money to pay for education was to be raised by charging students fees and by levying an assessment of £1 a year on all males over 21 years of age.¹

Prior to its passage, the Bill had been criticised strongly at a public meeting which had moved to have the Shorter Catechism abolished as the main religious text to be used in all Otago schools.² This was achieved in the final version of the Bill, as was another change to the structure of the Central Board of Education. An unsuccessful attempt had been made at this meeting to obtain the Trust's funds to pay for the education system. A Mr Langlands had referred to the Trust Fund for Religious and Educational Uses:

He referred to what is generally called the Church property, but incorrectly so. In reality, under the terms of land purchase, 1849, it is property devoted under Trustees for religious and educational purposes. They were to view that property, therefore, as provided by the land purchasers for this two-fold object. He was not aware whether under the trust any distinction was drawn, neither did he pretend to know the legal bearing of the case; but he felt sure there was a clear equitable claim for a portion of such funds or property for the good of public education. The land purchasers under the Otago scheme, as a whole, formed the Otago Association; and they had been repeatedly told that body had transferred its powers and rights to the Provincial Government.... At all events, there could exist no equitable right to retain the estate entirely for church purposes.³

This was the theme of the criticism repeated regularly until the 1866 Act and even then not totally quieted.

¹ Education Ordinance, Otago Provincial Council, 1856, Clauses 19 and 20.
² O.W., 8 March 1856.
³ ibid.
More criticism came with the passage of the Ordinance. The Editor of the Witness was one of the most outspoken critics, both as an editor and as a citizen. Cutten's heated political disagreements with Cargill during the mid 1850s included many attacks of the new law. At a meeting in June 1856, called to elect a school committee in Dunedin, he moved that:

*It is the opinion of this meeting that if the school department of the Otago Scheme be not carried out in conformity with the Deed of Constitution for Churches and Schools, that then a portion of the public property vested in Trustees for Religious and Educational Uses in this settlement will equitably belong, and should be transferred to the Board of Public Education; and this meeting requires the Committee elected in conformity herewith to see to the apportionment of the said property, more particularly through the representative members the Committee may elect to the General Board.* 1

In speaking to his motion he mentioned the "feeble effort made in Dunedin" for providing educational facilities and noted that nothing had been done in country areas where most of the money had been contributed by holders of large properties. John M'Glashan, also present, opposed Cutten and

He further objected to the resolution, as asking the Church Trustees to do that which they could not do, and as pledging the meeting to a legal opinion on a subject which, from the absence of the Trust Deeds, no person present was in a position to decide. He objected to a promiscuous assembly, such as this was, instructing the Committee on a legal question. 2

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1. O.W., 14 June 1856.
2. Ibid.
to which Cutten replied that the Trustees did not have to hand over property, just the proceeds. Cutten's motion was carried by a large majority. Such a reaction to criticism did not help the Trustees' public image and it was damaged still more by a further incident, involving Trust property, in July 1856. Again, Cutten used the incident to attack the exclusive use the Church made of the Trust Fund.

The Witness of 19 July 1856 carried a series of letters between W. Langlands, now Chairman of the Dunedin School Committee and P. Proudfoot, Factor to the Trustees, concerning the rental of a section and a building in Walker Street for a girls' school. The Trustees had offered the Committee the property at a rental of £12 annually which was received with "mingled feelings of dissatisfaction and astonishment" because the standard rental at the time was never more than £4 yearly per ¼ acre and more usually £2.10s. Cutten commented,

The difficulties of the Education question appear to be daily on the increase. In addition to the abstract difficulties, the Trustees of the funds for religious and educational uses seem inclined to throw their weight into the scale by rendering the details, in carrying out the Ordinance, more complicated than there is any reason for ... it appears that the Trustees have taken the extremely unwise course of demanding a high rental for a certain piece of land with a building thereon, which is the only place where it is possible to start a female school. 2

1. O.W., 19 July 1856.
2. ibid.
It appeared that there was a problem of defining the ownership of the building. Originally, the section had been offered rent free to a widow, then a building had been built on it for her; this had latterly been used as a school. The Trustees felt entitled to charge a higher rate for a section with a ready built school on it but Cutten disagreed.

Without entering into the legal merits of this question, it appears to us perfectly clear that the Church Trustees can have no moral right to exact a high rent for the premises in dispute; to apply money so derived to the exclusive use of the Church. Surely such a course is very unwise; their trusts are for Educational as well as Religious use, but, by exacting any rent at all in this case, they are sinking the Educational part of their trust, and the public generally feel, that notwithstanding the 5s per acre from the land funds were equally for Educational as well as Religious uses, the Trustees have done literally nothing in carrying out the first mentioned trust. 1

He hoped that the Trustees would not follow a course which would be bad for education but even worse for the Church.

We hope therefore, that the Trustees will revise the acts of their Factor. It may be well for that gentleman to drive a hard bargain and take advantage of the legal position of the Trustees; it may be his duty to do so, but the Trustees hold a very different position. As Trustees for religious and educational uses, they are bound to be scrupulously nice in carrying out their bargains in honour and justice, not to seek the last farthing, if by so doing they will infringe the spirit whilst they keep the letter of their trust. 2

Unfortunately, his lecture had no effect on the Trustees who declined to change their offer. At the first Annual General Meeting of the Ratepayers of the Dunedin Education District, on the 29 Oct. 1856, the Committee reported that it "could

1. O.W., 19 July 1856.
2. ibid.
not, in justice to the Public, accede to the terms proposed and had taken a room rent-free in the Church of England buildings. In the meantime, the Education Board had spent the better part of two meetings discussing the issue, and had decided on the 21 Aug. 1856 to wait until all the Trustees were back in Otago before investigating the matter. On the 2 November they had held a seven hour long meeting where "a large portion of the time of the Board was consumed in discussing the old question of the right of the public to the school buildings erected under the Otago Scheme". The Trustees had thus not helped themselves to present a benevolent and caring face to the world.

In fact, the Trustees were indeed, to use Cutten's words, applying their money to the exclusive use of the Church. In June 1856 the Trustees were recommended by Presbytery to buy the intended site for a manse at South Clutha and in December of that year, Presbytery authorised them to purchase 10 acres for the Clutha glebe, 10 acres for a church at Warepa, 10 acres for a church at West Taieri and a half-acre in Invercargill for a church and manse. In Dec. 1857 the Trustees were further instructed to buy 50 acres for a glebe at Tokomairiro and also to "acquire as speedily as possible such sites and lands as they may deem suitable and necessary for

1. O.W., 1 Nov. 1856.
2. O.W., 6 Sept. 1856.
3. O.W., 8 Nov. 1856.
4. Finlayson, op cit., p. 11.
5. ibid., p. 13.
churches, schools, manses and ministers' glebes, in the districts of Campbelltown, Jacob's River and Invercargill".¹

It would appear that the Presbyters themselves were unaware of the limit of the Trustees' funds. The Trustees themselves moved at one meeting that "no action should be taken on it (Presbytery's purchase order) until the Trustees had funds in hand available for the purpose".² The Trustees continued to buy land and to disburse money on a regular basis until 1866.³

The use of the Trust's funds was not only a critical issue outside of church circles. Mr Wills sparked off a keen debate at Presbytery on 24 June 1857 when he drew attention to the motion passed at the previous meeting, to buy a site in Invercargill. He wanted it rescinded if no action had yet been taken. "He contended that the Trust Funds were not applicable to the purpose; they were contributed by the purchasers of land in the Otago Block, and might as well be expended in the Province of Canterbury as at Invercargill".⁴ Cargill remarked that the funds were for the use of the Church of Otago anywhere in the province: Burns claimed that many of the original settlers were now in Invercargill and entitled to the proceeds while the Procurator (John M'Glashan) asked if the Moderator had taken a legal

¹. Finlayson, op cit., p. 15.
³. The Trustees disbursed at least £2820 in cash during the years from 1857 to 1866 according to the Church Trustees' Letterbook No. 2, p. 51.
⁴. O.W., 27 June 1857.
opinion on the matter. When told not, M'Glashan stated "Then it is evident that the Moderator does not know whether there be any ground for his objection (The matter was there-upon allowed to drop)". It would appear that an attempt was being made to reserve church privileges to a very select few. Again the Trustees appeared in a bad light from having such discussions widely publicised in both Dunedin newspapers.

Further discussion at this meeting was stormy. The Moderator continued by complaining about the unsatisfactory state of the titles to Church properties; three years had passed since Presbytery's attention had been called to the matter and he "would vote no sum for the purpose of any erection until the matter had been settled". Burns, Cargill and M'Glashan replied. Cargill was "delighted that the Moderator had brought up the subject in a way which rendered it impossible for the matter to be got rid of". Finally, a committee of Burns, M'Glashan and Wills was appointed to investigate and prepare a model trust deed. Two deeds were submitted to the next Presbytery meeting on 22 July 1857 which were further submitted to the meeting held on the 22 Dec. 1857 which sent them to the Deacons' Courts for their approval. The Trustees approved of one of them at their meeting on the 31 Dec. 1857. Then, as so

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1. Otago Colonist, 3 July 1857.
2. O.W., 27 June, 1857.
3. Ibid.
4. O.W., 1 Aug. 1857.
often happened with Trust business, they were ignored. M'Glashan stated three years later to the Trustees that there was a "necessity of having the new Trust Deed legalised by the Legislature as originally intended".¹ His fellow Trustees voted to defer taking any action. It would appear that Wills' agitating had been in vain and the Trustees felt no urgency in the matter.

Public education was still inadequately financed. Even the Education Board, a Church dominated body² was moved to comment that

"... all they can do in the matter will be to provide the necessary buildings. In this case the efforts of the Board have been most liberally helped by the Committees of the Church of England and the Wesleyan Church; and we do earnestly hope that the Trustees of the Funds for Religious and Educational Uses will revise their decision and act with an equal liberality.³"

The second annual meeting of the Ratepayers of the Dunedin Education District passed, nem con, a motion that "the Committee be instructed to get one-half of the land set aside for the Religious and Educational Uses handed over to the Education Board".⁴ But despite these public requests the Trustees continued with their single-minded task.

In December 1858, Presbytery appointed "a committee ... to consider, in conference with the trustees, the propriety

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¹. M.T., p. 34, 27 July 1860.
². The Education Board in 1855 consisted of Capt. Cargill, J. M'Glashan, Reynolds, Burnside, Stevenson, Cutten and Young. The last two are known to have been Anglicans. Revs. Wills and Bannerman joined the Board within the next three years.
³. O.W., 20 Sept. 1856.
of borrowing money for the erection of ecclesiastical buildings". In March 1859 they resolved to borrow £1200 and in June they borrowed this amount from Edward M'Glashan.

This action provoked Cutten. The Education Board members had discussed a new Education Ordinance on the 18 March 1859, and the Colonist, which supported the Free Church, had advocated taxes for education in its report, a reversal of its former position. The Witness had responded with a series of articles on education, had attacked the Colonist for changing its stand and had repeated its own consistent advocacy of local taxes for schools and its opposition to clergymen dominating the Education Board. The Trustees' loan, in the eyes of their enemies, must have provided further proof of their preparedness to support church activities but never educational ones. Cutten wrote:

... we cannot conclude our remarks without reminding Mr Bannerman particularly, and other Reverend gentlemen generally, who have displayed so much zeal in the cause of education as to consider it so important that it should not be made unpopular by having to be paid for, that there was once a fund for Religious and Educational Uses, the extent of the appropriation of which to the latter object is shrouded in considerable mystery, which they might possibly clear up.

Reaction to this editorial came in a letter from "Senex", who wrote to the Colonist:

I believe, sir, that that trust has been most beneficially managed - managed that is, so as to diffuse the widest possible benefit that it could afford, scarcely any district within the old block having failed to derive some advantage from it.

1. Finlayson, op cit., p. 21.
2. O.W., 16 April 1859.
The writer asked whether the Trust's tenants (including Cutten) had not paid their rents, or whether "the trustees, of whom the Superintendent is one, have been unfaithful in the use they have made of the income derived from the Trust?" Perhaps these questions were better not asked, especially after the episode of Proudfoot and the Land Office safe.

Proudfoot died suddenly on the 14 Oct. 1857, holding the offices of Chief Commissioner of the Waste Land Board, Treasurer of the same and Factor for the Church Trustees. When the Land Office safe was finally opened, in the presence of a Select Committee of the Provincial Council, over £1200 was missing. Cargill had been forced to appoint the Committee to investigate the Land Office's finances because Macandrew, one of Proudfoot's executors, refused to part with the key. It appeared that Macandrew and Proudfoot had used the money for private loans. £100 was never retrieved and some of this belonged to the Trustees. It is surprising, but Macandrew's reputation appears to have been unscathed and he was appointed a Trustee in early 1858. "Senex" must have been exceedingly unaware of events to make such a comment.

1. Otago Colonist, 20 May 1859.

2. McLintock, op cit., p. 399, describes this event in detail and quotes Hocken op cit., who thought the worst fault of the offenders was to get caught.

3. Church Trustees' Letterbook No. 2, p. 9. All Trust accounts to 1866 are copied as evidence for the Church Lands Bill. The 1857 accounts have this note: "Note:- Mr Peter Proudfoot who has been factor since 1852 died in 1857 and of the above balance only £43 was paid to the Trustees by his executors leaving the sum of £9.5.9 unaccounted for".
Robert Chapman was appointed Factor and despite Proudfoot's behaviour, the Factor's powers were increased in 1858 when he was "authorised and empowered to grant when he sees it proper and expedient Leases for Trust properties for a term not exceeding 14 years. Further that the Factor be authorised and empowered without consulting the Trustees in each case to make agreements for Leases and to fix rents of properties so let by him".¹

Session IX of the Provincial Council opened on the 11 April 1860. Macandrew acted as Superintendent for the first time, seemingly untouched by the earlier scandal. The Council was soon occupied with educational matters and the unpopular Education Ordinance. Thomas Gillies moved the appointment of a Committee to inquire into the position of the property invested under the old Otago scheme for religious and educational uses.² The committee consisted of "the Speaker (Major Richardson), Messrs Howorth, Dick, Purdie and the mover".³

The Committee was the culmination of years of dissatisfaction for the settlers in Otago. Many felt exploited by the Trustees and it was their representatives who finally acted. Religious antipathy appears to have disappeared and the matter was considered a strictly practical one. The members of the Council finally moved to direct

¹. M.T., p. 31, 16 Sept. 1858.
². Otago Colonist, 20 April 1860.
³. O.W., 21 April 1860.
... their criticism against "the gross selfishness" of some of the Presbyterian Ministers and the trustees of the Church Estate in devoting such funds to religious purposes alone and to the exclusion of the claims of education. This criticism was all the more telling in that it proceeded in large measure from some of the prominent members of the Presbyterian Church. 1

Thomas Gillies' motion to have the Provincial Council investigate the situation of the Trust Funds for Religious and Educational Uses was the first successful step in the campaign to bring the Trustees to account. The debates in the Council, both before and after the presentation of the Select Committee's Report, invoked further reaction against the 1856 Education Ordinance, the Board of Education and its policies, and its Secretary, John M'Glashan, who resigned as Provincial Solicitor in consequence of a vote of no confidence in the Board. Further reaction came from the Education Board itself, (which moved to resign en masse) and from the Presbytery of Otago, which instigated its own investigation of the Funds, thus paving the way to a reallocation of their uses in the Presbyterian Church of Otago Lands Act in 1866.

In speaking to his motion, Gillies "felt he was treading on delicate ground, and endeavouring to do what others had endeavoured and failed to do, to clear up the mystery which seemed to exist in relation to the properties set apart under the Otago scheme for religious and educational purposes". In fact, he was acting for Major J.L.C. Richardson, then Speaker of the Provincial Council and later to be Superintendent, who admitted in July 1860 that

... the motion for inquiry into the position of this trust originated entirely with me.

1. Otago Colonist, 20 April 1860
but he had been unable to put it because of his position in the Council. He hoped that

... the present inquiry will terminate in a manner equally conducive to the interests of religion and education, being based on the foundations of truth and justice, and that the members of the Provincial Council will not impose a tax upon the community for education, without giving the assurance that they have resolved to obtain an equal appropriation of the trust funds for religious and educational purposes, to which the public, whom they represent, have a right, and which should at once be applied to the object specified in the trust deed, and thereby relieve the government of some portion of their outlay for education. 1

Richardson proved to be a consistent critic of the Trustees, speaking against their improper use of the Trust funds whenever it was possible for him to do so.

Richardson's comments were mild by comparison with the criticism advanced by Gillies. In referring to the Deed of Trust Gillies stated that the Trustees had supposedly been appointed under "a certain trust deed, institute, or constitution for church schools, dated 6th Nov. 1847 ... but whether that was so seemed doubtful without seeing this deed of trust". He thought that the deed applied principally to the appointment of ministers and schoolmasters "but made no provision for the proportion in which religion and education respectively were to share the funds ... at all events there seemed to be some mystery about this deed and its provisions". He continued, and attacked the Trustees most strongly, claiming that they "appeared to consider themselves responsible to no one for the mode of application of their funds and although at

1. Otago Colonist, 6 July 1860.
one time education had a share, religion seemed to have it all now".¹

Thomas Dick supported him, and claimed that a "Great disinclination appeared to exist on the part of the trustees to afford any explanation, but he hoped for their own sakes they would now feel it their duty to do so" while James Howorth felt "It would be most disgraceful if, in the name of religion, property which had been purchased for the purpose of supporting education as well as religion, should be wholly monopolised by the Church".²

The Select Committee wasted little time in deliberating and their Report was presented to the Provincial Council a week later, and was published in both Dunedin newspapers.³

The Report was mild in its claims.⁴ It acknowledged the Trustees' legitimate ownership of 22 properties, not the 23 credited to them in 1851.⁵ It observed that little had been spent by the Trustees on education, and carried a veiled threat that some sharing of income between the two original purposes of the Trust should be made, to avoid appealing to the Supreme Court for arbitration on the matter (Appendix 4 has the full report).

The reaction to the motion that the Report (with its

¹. Otago Colonist, 20 April 1860.
². ibid.
⁵. O.W., 17 July 1852.
recommendation for a further Commission of Inquiry and a request for a fair allocation of the funds) be adopted was, however, much more severe. Gillies, for example, accepted that "funds might be devoted towards the maintenance of the proposed High School, which was a general affair, and this would prevent litigation" while Howorth supported him: "he had no hostile feelings to the trustees, but many vague rumours had been set afloat and this commission was necessary in order to set the matter at rest". Alex Rennie thought that "if there was nothing to conceal, the parties interested should be the first to promote inquiry". Thos. Dick "did not understand how any ill-feeling could arise from investigating what was said to be very clear and straightforward. There was no doubt the whole was under the control of the Presbyterian body, and the best way they could exercise their power would be by heartily co-operating with the Government in promoting education". Cutten spoke strongly against the Trustees. In his view "there had been a manifest breach (of the Trust) ... education having been almost entirely neglected". He pointed out that

... the Trustees had been constantly receiving something and one portion of their demands had been wrongly paid by the Provincial Council, and had been again paid by the General Government, so that the trustees had received it twice over. They had been clearly guilty of a breach of trust and in their endeavour to approach as near as possible to an Established Church, the leaders of that body had incited the people to press upon the Council to undertake the whole support of Education, which ought to have received a portion of the funds of the Trust.

1. Otago Colonist, 27 April 1860. All speakers are quoted from this report.
Those who opposed the adoption of the Report claimed that there was an educational use being made of the funds, but each speaker presented a different picture. George Hepburn said "the Trustees had no wish to secure the whole of the funds for religious purposes, but intended at some future time to devote a portion towards endowing a collegiate institution" while Wm. Reynolds stated that "If a portion of the funds were to be devoted to education, it must be under the control of the Presbyterian Church, and they might establish Sunday Schools, and pay their teachers £1 per annum". John M'Glashan made the point that the primary object of the Trust was religious instruction and "the Trustees found they could not support both religion and education, and that if they attempted it, they would stint both". The Report was adopted by 12 votes to 5, but the recommendation that a Commission be appointed to further investigate the matter and recommend a fair division of the money was not acted upon until the 31 Jan. 1866.¹

The Provincial Council moved on to discuss matters educational and in the process of deploring the operation of the Education Ordinance attacked M'Glashan, not only in his role as Secretary to the Board of Education, but as Treasurer for the Trustees. He was accused of not keeping the two roles separate and of behaving irresponsibly with the Education Board's money, e.g. when the vote for education funds had been presented to this Session, detailed estimates

were absent. The Council took this opportunity to refuse to vote any more money for educational buildings until the Executive was prepared to amend the Education Ordinance.¹

In the debate, Howorth claimed that the

... Centralizing Board of Education consisted merely of the Secretary and a few stereotyped members, those from outlying districts not being able to attend. The honorable gentleman (Mr M'Glashan) professed to be a great friend to education, but if he were truly so, he would not have abstracted the whole of the Trust fund from education for the support of a particular Church.²

and the next day, in speaking to the motion to withhold funds from the Board of Education, the same speaker resumed his attack:

The honorable gentleman (Mr M'Glashan) claimed great credit for his exertions in the cause of education, but he did not prove this by the manner in which he had dealt with the trust for religious and educational uses.³

Howorth then cited the case of the Waihola School which he claimed was built on land belonging to the Trust. The Education Board should have bought the land and the Trust was benefiting by leasing the land to them. This was a case of a Trustee abusing his position on another body.

M'Glashan defended himself by claiming that "he had been charged with taking the whole of the funds of the religious and educational trust from education. He was

¹. McLintock, op cit., p. 384.
². Otago Colonist, 27 April 1860 which contains the report of Provincial Council's proceedings on the 24 April 1860.
³. ibid. contains the report of Provincial Council's proceedings on the 25 April 1860.
quite ready, if there was any surplus after providing for the ministry, to devote it to education". But it now became clear that he was the focus of strong opposition to the Presbyterian Church's influence and affluence in the Colony. Richardson reminded him that M'Glashan had "directly stated on a former occasion that the trust funds were applicable solely to religious purpose". Richardson now pressed the case of the Waihola school which had become a symbol of M'Glashan's deceit. He wanted to know if it was on government or private land. M'Glashan had to admit he did not know. Other criticisms were now voiced: "The Provincial Solicitor and a few ministers took the whole control of the funds voted by the Council, and appropriated them as they pleased, without adhering to the objects for which they were voted", claimed Gillies who then reminded M'Glashan that even he himself had stated at a previous meeting of the Education Board that "they (the members) cared for nothing but their own districts and neglected the general interests of education". The next day, M'Glashan resigned as Provincial Solicitor which was an unforeseen consequence of the Select Committee's Report. M'Glashan remained as Secretary to the Education Board and as a Trustee until his death in 1864 and undoubtedly gave good service in

1. Otago Colonist, 27 April 1860.
2. ibid.
3. ibid.
4. ibid.
those positions. It is unfortunate that his downfall came through inattention to matters of procedure and through a tendency to serve the Free Church overzealously. However, his resignation from the Executive of the Provincial Council (he was reappointed Provincial Solicitor in 1862) may well have been the spur which led to the provision of a new set of provisions for educational administration in September 1860 whereby the nature of the Board of Education was altered; the nominee system was abolished and the opportunity for control of the Education Board by the Free Church was ended.1

The Education Board meeting which followed the Provincial Council debates2 was occupied by the repercussions of the debates. Board time was occupied by Trust business while the Select Committee Report was discussed and the matter of the Waihola school site settled. The Waihola school was not on Trust land; the Trust did own 40 acres there but the school was on a Government Reserve. M'Glashan was accused of incompetence in his positions as Secretary and as Trustees' Treasurer and the Revs. Bannerman and Will expressed concern at the adverse publicity given to the Church, the Board and the Trustees by this incident.


2. O.W., 12 May 1860. W. White of the Waihola School Committee claimed the school was on a Government Reserve which the Education Board was supposed to have paid for. "The Church Trustees must have made a gross mistake if they stated to the Committee of Inquiries that the Waihola schoolhouse was built on land belonging to the Trust". The Trust's purchase of land is recorded in the Church Trustees' Letterbook No. 2, p. 51, where 40 acres was bought in 1859 for a glebe for £20. Presbytery had sanctioned this move at its meeting of the 17 March 1859 where M'Glashan had been present (Finlayson, op cit., p. 21) so he should have known through this, his third involvement with the Trust property.
Whatever the truth of all the claims and counterclaims about the Trust Funds and their purported uses, the fact emerges that a number of influential citizens of the Province felt strongly enough to take action against the apparent misuse of the funds. The Trustees, and in turn, the Free Church, through the Presbytery of Otago, were forced to demonstrate that the funds were not being exclusively used to support church activities.

Accordingly, at a meeting of Presbytery held on the 16 May 1860, "the following resolutions on the motion of Mr Bannerman were unanimously adopted:-

1. That the public of Otago, from the commencement of the settlement till the formation of the Presbytery, were regularly apprised of the state of the Church and School Trust Fund, through the publication of the annual financial statement of the fund, drawn up by Captain Cargill; and since the formation of the Presbytery, through the report of their proceedings given in the public press of the colony.

2. That up to the time that the Government made provision for a system of Education suitable in its character, and adequate to the wants of the entire Province, the Education of the youth of the Colony was supplied mainly from the funds of the Trust.

3. That in consequence of the Government provision for Education proving adequate to the wants of the Province, the Presbytery deemed it expedient to apply the Funds of the Trust to meet the present urgent demands for the erection of Churches and Manses consequent upon the numerous and frequent arrivals of the precise class of people for whom the Trust was instituted, and who being mostly of the working classes, could not be expected to provide these for themselves on their first settling in a new country.

4. That even though relieved for the time from all expenditure in the matter of Education, so inadequate has been the entire revenue from the Trust to meet the absolutely required expenditure on Churches and Manses alone, that the Presbytery have been compelled in behalf of the people (sic) to borrow the sum of twelve hundred pounds to assist in the erection of Manses, for the repayment of which and for interest, the revenue of the Trust is the security.
5. That whilst existing circumstances have rendered absolutely indispensable in the meantime the application of the entire revenue of the Trust to the erection of Churches and Manses, other circumstances may arise in connection with Education that may call for an equally urgent and large expenditure of the Trust Fund for Educational objects.

6. That whether the Funds of the Trust are applied to Church or to School purposes, according to the requirements of the Presbyterian community, the ends of the Trust are righteously fulfilled, and the Presbytery as the administrators of the Fund, have the sole right of determining when, and to what extent, these requirements are to be met from the funds of the Trust. 1

Mr Bannerman made a poor apologist for the Trustees. At a time when the Trustees and the Church were in bad odour he tended to make matters worse and it is difficult to understand Presbytery's unanimity in approving the motion when many of its factual claims were false. The accounts were rarely if ever published after the Congregational Meeting reported in 18542 when the Church Trust accounts were published. After the establishment of Presbytery, it became very difficult to obtain information about Trust affairs: the Witness stated once "The meetings of that body (Presbytery) have not always been open to the public; - we have therefore hitherto been indebted to members for an account of the proceedings, but we have not been so favoured on this occasion".3

The educational provisions made by the Church had been limited, with only four school sites provided by 1854.

1. O.W., 20 May 1860.
2. O.W., 18 Feb. 1854.
Presbytery had been moved to comment, at its inaugural meeting, on the inadequate school system and even the Provincial Council's system had scarcely proved "adequate to the wants of the Province".

Paragraph five's contents had not been discussed publicly prior to this announcement and the actions of the Trustees thus far did not indicate any inclination in that direction.

The last paragraph, while legally correct, was entirely antagonistic and stated the fact of the matter with a bluntness capable of arousing the mildest of critics.

The Dunedin newspapers continued their opposition to the Church's influence in education. The Colonist, no longer a Free Church mouthpiece, called the Education Board the "Board of Black Cloth" and published an editorial strongly critical of the Board and endowments generally which "have ever proved the fruitful sources of the grossest abuse". The editor felt that education should not depend on "the careless and perfunctory management of a trust from which very inadequate results are generally obtained". The Witness attacked M'Glashan:

He has been from the foundation of the settlement of Otago a Trustee of certain funds for Religious and Educational Uses; and since his arrival in the colony, what work can be pointed to as having

2. Otago Colonist, 1 June 1860. The Editor included the Provincial Government's reserves for educational purposes which by 1865 had grown to 18,000 acres (McLintock, op cit., p. 501).
3. This is a mistake as John M'Glashan became a Trustee on 16 Sept. 1858 (M.T., p. 31).
been proposed by him or done by the Trustees in carrying out the educational part of the Trust?  1

However, it was left to "Equity" writing at length to the Witness in July 1860, to publicly renounce Bannerman's motion. 2 He asked whether the relief from educational expenditure referred to in Paragraph Four was "the result of any formal communication between the State and the Trustees, or simply the result of Government undertaking, of its own accord, the whole responsibility of educating the people". He asked whether "the Trustees have the power thus to indefinitely to postpone the application of the Trust money to either of the two purposes originally defined. If I can rely on my recollections, the Deed of Trust plainly intimates that church and school, minister and master, were to advance pari passu". He suggested that "Mutual confidence and mutual courtesy would go far to bring about a result - honorable to the Trustees and beneficial to the public" and he could not believe that "two bodies equally interested in a common object cannot come to an amicable arrangement. Should such arrangement be impracticable, there remains no alternative but that the State should submit the whole case and appeal to the Attorney-General, the Guardian of all Trusts". Public opinion was gathering strength. 3

1. O.W., 9 June 1860.
2. O.W., 14 July 1860.
3. The O.W. printed an editorial the next year on the 15 June 1861 to explain the Trust and its administration to newcomers to the settlement.
Presbytery was obviously aware of the public pressure that was mounting for it to fulfill the original intentions of the Terms of Purchase. The new Education Bill was considered at their Nov. 1860 meeting and on the 20 Dec. 1860 Rev. D.M. Stuart moved "That the Presbytery acknowledging the claims of education in connection with the Trust Funds, appoint a committee to report upon the state of the said Trust, the sums that have been expended on religion and education respectively, the proportion to which is entitled, and to suggest a plan by which the share due to education may be directly applied to its advancement". Bannerman's arrogance had at last been counterbalanced. However, progress on the Trust's affairs was slow. Each item had to be considered by Presbytery, the Trustees, Kirk Session and Deacons' Courts, and as some of these bodies only met at three monthly or six monthly intervals, there was no likelihood of a rapid response to Stuart's motion.

The Committee of Presbytery appointed as a result of this motion reported on the 19 June 1861 and its findings were considered the next day when a series of resolutions were adopted. The Report contained little that was new, and was similar to the Provincial Council's Report of the previous year except that it detailed the amount of income

2. ibid., p. 27.
3. ibid., p. 29.
4. ibid., p. 30.
from the estate. However, poor records led them to state:

As regards the expenditure on religious and educational uses respectively, your committee regret that they have not been able to obtain such full information as they desire; they find however, that up to the retirement of the NZCo there had been advanced by the Company £2881.10.6. but a large portion of this expenditure can only be looked upon as incidental to the first starting of the colony, and cannot fairly be divided between church and school; 1

Apart from listing the Trustees' debt to the Government via the Company as £1695.10.6, the Committee were not prepared or ready to report on the other item in their instructions, the share to be given for education. Even with this limited information however, the Presbytery moved and passed:

1. That the report of the committee be received and approved as an interim report.

2. That it appears from the trust deed and relative deed of constitution, that it was the object of the trust and of these deeds to provide the ministrations of the Gospel in connection with this church for the inhabitants of the colony, and that there should be a school in connection with every church erected from the funds.

3. That it is by these deeds left to the Presbytery to determine the extent of church and school accommodation respectively which should be provided out of the trust funds, so far at least as the necessary erections are concerned.

4. That in respect to the application of the funds towards the maintenance of ministers and schoolmasters, there is no definite rule laid down, or indication of the views of the granters of the trust given except "that not more than £300 was to be appropriated to each church benefice".

5. That the Presbytery consider that, under the altered circumstances of the colony, some definite rule should be adopted and laid down by the Presbytery for the guidance of the Trustees, as to the proportion which should be appropriated to religion and educational purposes respectively. 2

1. Otago Colonist, 12 July 1861.
2. ibid.
Paragraphs 6 and 7 moved that the committee be reappointed with extra members, to gather more information "with a view to recommend for the adoption of the Presbytery a full and final settlement of this business".¹

The Committee eventually reported back in Dec. 1861, and recommended that one third of the revenue from the Trust should be applied for the purposes of education and suggested that a "Collegiate Institution" be established.² It had taken the Church almost two years from the time of the Provincial Council investigation of the Trust to make this decision.

Little was said publicly after Presbytery's decision to allocate one third of the Trust income to education, until Nov. 1865. Then, yet again, dissatisfaction with the cost of education and with the current Education Ordinance led to further criticism of the Trustees and their continued misuse of the Trust revenue. Once again, as in 1856 and 1860, efforts were made to obtain some of the Trust's income to support the Provincial education system.

The Provincial Council was probably too busy governing the Province, with its rapidly growing population and its booming gold diggings³ to worry about the small amount of

2. ibid., p. 32, 18 Dec. 1861.

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>1858</td>
<td>6944</td>
</tr>
<tr>
<td>1861</td>
<td>27163</td>
</tr>
<tr>
<td>1864</td>
<td>49019</td>
</tr>
</tbody>
</table>
money earned by the Trust estates, although by 1865 the income from rents had grown to £1125 per annum. During this period from 1860 to 1865, the Trustees administered their estates with a minimum of publicity. They were no doubt aware that property values were increasing rapidly as the gold rush continued and their estates were becoming more valuable. They were also aware of the decreasing number of adherents to any form of Presbyterianism, let alone the Free Church, in the Province, which meant in turn, less support for their privileged situation. It was reasonable to assume that further attacks on their property would probably invoke little sympathy from the public.

In June 1862, the Presbytery had increased the number of Trustees. John Gillies, James Paterson, Arthur Morris and John Hyde Harris were appointed in an unconventional manner. The first additions to the Trustees' membership

1. Church Trustees' Letterbook No. 1, p. 357.

- 1861 £477.12.4
- 1862 £333.1.8.
- 1863 £548.2.3.
- 1864 £912.2.3.

In 1862 they were informed that their loan from Edward M'Glashan was illegal and it was paid back as fast as possible. "Resolved further that in the face of the opinion given by Mr J.B. Gillies the Trustees have no power to mortgage the Trust Estate." M.T. p. 40, 22 Dec. 1862. The legality of the original Trust Deed, or some of the interpretations put on it by the Trustees were now looking dubious. Did the public have any intimation of these events?


Church of Scotland adherents (which included all varieties of Presbyterians for the purpose of the census):

- 1858 4565 of a popn. of 6944 or 65%
- 1864 20459 of a popn. of 49019 or 41%

3. M.T., p. 35, 4 June 1862.
had been in 1858 when John M'Glashan and James Macandrew had been appointed,¹ but the next four were nominated at a time when there was doubt about some of the legal processes involving the Trust. At a meeting of the Trustees on the 4 June 1862, it was noted that they were "persons sanctioned as new Trustees by the Presbytery of Otago and to be hereafter appointed by Deed of Trust under the sanction of an Act to be passed by the General Assembly of N.Z."² and under this promise of legality they operated for the next four years. Seemingly the Trustees had lost faith in the legal status of the original Trust Deed and were attempting to cover themselves. It is interesting to speculate what would have eventuated if the status of the new Trustees had been challenged in a court of law.

In Aug. 1862 the Trustees resolved "that the Factor be requested to ascertain what if any progress has been made towards the preparation of a new Deed of Trust and a Bill embodying this same to be brought before the next session of the General Assembly and to take steps for expediting its completion".³ Following this motion, scarcely a meeting occurred without some reference to the proposed reform of the Trust Deed.

As time progressed, more requests were made for Trust

¹ These two were nominated "to Deacons' Court for approval" M.T. p. 30, 2 Jan. 1858, not to the Presbytery, which might have been expected as Presbytery took over the rights of the Deacons' Court in 1854. Yet the next four, in 1862, were approved by the Presbytery.
² M.T., p. 35, 4 June 1862.
³ M.T. p. 37, 15 Aug. 1862.
funds for a number of unprecedented purposes. A Benevolent Asylum required Trust land to be leased to it; the request was referred to Presbytery,\(^1\) and the Trustees recorded that "being doubtful as to the authority they may possess to make disbursements for such a purpose on the instructions of the Presbytery" they consult their solicitor as "to the powers of Trustees, etc."\(^2\) They were also approached by Mr Will for financial support for a visit he proposed making to Scotland to recruit more ministers for Otago. Presbytery was moved to strong words over this matter,\(^3\) both over Mr Will's actions and the actions of the Trustees. The solicitor had reported:

1. The Trustees have no power to mortgage the estate for any purpose whatsoever.

2. The Trustees are not bound to expend the trust funds as the Presbytery may direct.

3. The general relationship between the Trustees and the Presbytery is merely that the latter must be a concerned party, not a directing one, as to the means and objects on which the Trustees, in their discretion, and within the purposes of the trust, expend the trust fund. \(^4\)

This event marked the start of a new phase in the relationship between the Trustees and the official Church organisation,

2. ibid.
3. O.W., 27 Dec. 1862. Rev. Will resigned from Presbytery when they declined to give him financial assistance. He was coaxed back and private finance was found for his trip.
4. ibid. The Trustees liquidated their debt to M'Glashan by 1864. They also disbursed money to church requirements but were even less inclined to consider educational needs.
with the Trustees assuming an increasingly independent stance. The *Presbyterian Church of Otago Lands Act* of 1866 legitimized the Trustees' independence which was the cause of more strife in future years.

A more conventional demand was made of the Trustees in 1863. The Trustees noted that "Townships in various parts of the Province having been already established and the establishment of others being contemplated, and it being expedient that a site for Church and Glebe should be secured in each of these townships",¹ and the Factor was authorised to buy land whenever he could.

The Trustees continued to worry about a new Trust Deed. At a meeting in Oct. 1863, called "especially to take into consideration the steps necessary to be taken for procuring a new Trust Deed" Thomas Burns stated that he had already "some time ago gone over the Trust Deed and made ample notes thereon"² and copies of his notes were sent for. The original Trust Deed arrived from Scotland in May 1864³ whereupon the "Factor was instructed to communicate with the Hon. J.B. Gillies and request a consultation as to the best course to be followed by the Trustees" over a new deed.

At this stage, Presbytery called for a "statement showing the origin, extent, and purpose of the Trust Estate, the property of the Church, as forming a constituent part of the

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original scheme for the settlement of Otago".¹ No action resulted from this request until Sept. 1864 when the Trustees recorded:

The Trustees having had and in their consideration the preparation of a new Trust Deed with a view to applying to the Legislature for proper powers for the administration of the Trust fund find there is a difficulty as to what are the precise purposes to which the funds should be applied and as to the mode in which they should be administered, whether by the Trustees alone or by the Presbytery alone or jointly by both, and if the latter, what special power each should have in the matter. ²

This was an unexpected discovery but not one which bothered the Presbytery which stated, a week later

In consultation with the Trustees, it was agreed that one-third of the Trust Fund be devoted to educational purposes. A committee was appointed to confer with the trustees with a view to the framing of a Trust Act. ³

The Committee met immediately and on the 30 Nov. 1864

Resolved to recommend the following for the consideration of the Presbytery and instruct the Clerk to print a sufficient number of copies and forward two copies to each Minister:

1. That all the property derived directly from the New Zealand Company be inalienable.

2. That with regard to that part of the Trust Estate which has been purchased with Trust funds, it be in the power of the Trustees, with consent of the Presbytery, to alienate to particular congregations any extent of such land not exceeding ten acres for the purpose of a site for a Church or for a Manse and Glebe.

3. That with the above exception no part of the Trust Estate whether original or obtained by purchase shall be alienated or exchanged without an Ordinance of the General Assembly.

¹ Finlayson, op cit., p. 49, recording the Presbytery Meeting of the 22 June 1864.

² M.T., p. 54, 15 Sept. 1864.

³ Finlayson, op cit., p. 49, recording the Presbytery Meeting of the 22 Sept. 1864.
4. That in the month of January in each year the Trustees shall make up a statement of their accounts to the 31st December preceding and that one third of the free proceeds of the Estate be set apart for Educational Purposes and that in full satisfaction of the provisions in the original Trust Deed for that object.

5. That the one third set apart for Educational purposes be in the meantime invested by the Trustees to be ultimately applied to the erection or endowment of Literary Chairs in a College or University, and to be applied by the Trustees for either or both of these purposes according to such regulations as the Presbytery shall lay down.

6. That the remaining two thirds shall be applied by the Trustees in accordance with such regulations as the Presbytery shall from time to time prescribe, solely for the purpose of building or repairing Manses and Churches or for endowing and aiding in the endowment of any theological chair or chairs in any College or University which may hereafter be erected in the Province of Otago.

7. That all professors other than theological, endowed for two thirds endowed from the above funds, shall be appointed by the Trustees with the concurrence of the Presbytery; but the theological professors shall be appointed by the Presbytery alone.

8. That the benefit of the funds so far as applied to the erection of Churches and Manses shall be confined to the Provinces of Otago and Southland.

9. The Presbytery shall be bound to make regulations for the guidance of the Trustees for the distribution of the above funds and shall be bound in making such regulations first - to pass them as an interim Act of the Presbytery and then to send a copy thereof to each Minister and to each Session Clerk within the Presbytery to be submitted to the Session of the Congregation, and at the same time intimation shall be given to each Minister and to each Session Clerk of the date when such regulations are to be finally adopted; and before adopting such regulations every Session shall be entitled to be heard before the Presbytery, either through the Minister of the Congregation, the Representative Elder of the Session or through a deputation sent and authorised to appear.

10. The same process shall be followed thereafter making any alterations in these regulations so that no regulation can be passed without due consideration.
11. The term Presbytery shall in the meantime, signify the Presbytery of the Presbyterian Church of Otago as at present constituted and as soon as the Presbytery of Otago is divided into separate Presbyteries, the Synod of Otago having its seat and place of meeting in Dunedin, by whatever name it is called, and shall have the power above granted to the Presbytery of Otago and neither the General Assembly of the Presbyterian Church of New Zealand nor any Synod thereof (other than the Synod of Otago) shall have any power to interfere in the matter.

These were the resolutions submitted to Presbytery on the 11 Jan. 1865 and which were adopted. They were "in substance embodied ultimately in the 'Presbyterian Church of Otago Lands Act, 1866'" but curiously, nothing was included concerning the system for appointing further Trustees when necessary. A meeting of the Trustees in Feb. 1865 decided to reserve discussion of the "clause relative to the nomination of new Trustees" until a future meeting and in March 1865 the Trustees recorded that:

The recommendation of the Presbytery as to the method of appointment of new Trustees having been brought under the consideration of the Meeting, it was resolved that provision be made in the new Trust Deed for Trustees to be nominated by the existing Trustees and approved of by the Presbytery of Dunedin.

It was further resolved that there be not fewer than five (5) nor more than seven (7) Trustees and that 3 constitute a quorum at any meeting called for the transaction of ordinary business.

It was also resolved that in the event of any vacancies occurring, the Trustees shall, with all convenient speed proceed to the nomination

1. M.T., p. 56, 30 Nov. 1864.
2. Finlayson, op. cit., p. 50.
4. M.T., p. 61, 16 March 1865.
of successors and forward the names of the new nominees to the Presbytery, and in the event of their failing to do so within (3) months the Presbytery shall have the power both to nominate and appoint new Trustees.

Apart from the right to nominate new Trustees and the requirement for a quorum, nothing else from these resolutions was in the eventual Act. The Trustees became a self-perpetuating body, answerable to no court of the Church. This led to more arguments about the Trust in later years and to this day it remains an issue of debate.

The Trustees were hard put to find a Solicitor who was prepared to do their work. They were turned down by J.B. Gillies, they rejected a Mr Cook, and eventually T.H. Harris was engaged to proceed on their behalf in Nov. 1865. After so many years of debate and planning, the new Trust Deed was about to become established on a more effective legal basis.

The Trustees were fortunate in their timing. In Nov. 1865, the Trust Funds were once more attacked in the Provincial Council. On the 21 Nov. 1865 a Select Committee had been appointed to enquire into the working of the 1864 Education Ordinance, and the cost of providing schools in the Province had been discussed. Charles Haughton, who seconded the motion to appoint the Select Committee on Education, moved the following day that the Report of the Select Committee

1. M.T., p. 61, 16 March 1865.
2. M.T., p. 64, 23 June 1865.
3. M.T., p. 67, 29 Nov. 1865.
on Trust Property for Religious and Educational Uses, in 1860, be tabled.¹ He brought up the old arguments:

They knew that they (Members) had to meet constituencies who were grumbling at the heavy rates which they had to pay for the purposes of education; and he believed that at the same time there was a very large fund at this moment misappropriated — ... The matter had hitherto been burked, but as long as he sat in that Council he would not allow it to rest. ²

The Select Committee to investigate the Education Ordinance reported on the 12 Dec. 1865 and stated that "the cause of education has been seriously injured by the levying of what is looked upon as an obnoxious tax".³ The Committee recommended the repeal of the assessment clauses of the Education Ordinance and recommended that teachers be paid from Provincial revenue.

On the 15 Dec. 1965, Haughton moved that the Report of the 1860 Select Committee into the Trust Fund be carried into effect without delay which entailed establishing a Commission to further investigate the Trust's affairs. Reynolds pointed out that it would be useless and a number of speakers followed in this vein.⁴ The Provincial Secretary, H.J. Miller, hoped that the "mover would conclude that his object had been gained by calling attention to the matter. He did not think a Commission could do good; for the ultimate disposal of the money must be regulated by the Trustees, and

¹. O.W., 25 Nov. 1865.
². ibid.
⁴. O.W., 23 Dec. 1865.
was under the control of the Presbyterian body".\textsuperscript{1} 

Haughton replied with grandeur:

The action of the Imperial Parliament was an answer to those who said that the Legislature could not interfere with trust funds. In moving in this matter, he considered that he was performing a duty to the people of the Province, who were subject to an education tax, which was a curse on the very bread they ate. The Special Committee on the workings of the Ordinance had been compelled to come down with a recommendation that the popular feeling could be yielded to, and the tax swept away. He held that the appropriation of the fund for educational purposes was for the benefit of the population of the Province. No doubt, those purposes became particular for a time, but it was never intended to establish a sectarian system of education (Yes, yes) - He had no doubt that the days of such an application were numbered - that, with the population, it must become cosmopolitan .... He simply asked that the solemn vote of the Council in 1860 be re-affirmed; and of course, he had not a thought of interfering with the portion of the fund set apart for religious purposes. \textsuperscript{2}

"Somewhat surprisingly, in view of Haughton's attachment to the Roman Catholic Church and the strong Presbyterian representation in the Council, the motion was carried",\textsuperscript{3} but given the strong reaction to the high cost of education by members of the Council, it is quite likely that religious differences were forgotten on this occasion. On the 22 Dec. Haughton further moved that the Superintendent appoint a Commission\textsuperscript{4} which was done on the 31 Jan. 1866.\textsuperscript{5}

\begin{itemize}
  \item \textsuperscript{1} O.W., 23 Dec. 1865.
  \item \textsuperscript{2} ibid.
  \item \textsuperscript{3} McLintock, op cit., p. 502.
  \item \textsuperscript{4} O.W., 30 Dec. 1865.
  \item \textsuperscript{5} Otago Provincial Gazette, Vol. X, No. 405, p. 19.
\end{itemize}
Thomas Burns, for one, felt the need to defend the Church Trust on several occasions in view of the continuing public agitation.

They (the Office-bearers of First Church) told me that the old cavils are still flung in their faces as they mingle amongst the people - that our missionary in his visits, our collectors of the Sustenation Fund in going their rounds - are tauntingly asked what becomes of all the secret wealth that accrued from the Trust Fund to the Minister and Deacons' Court of the First Church. 1

At the opening session of the Synod of the Presbyterian Church of Otago and Southland on the 16 Jan. 1866, he spoke at length about the early days of the Colony, and gave an explanation of the scheme of settlement.

The only benefit derived from the fund for religious and educational uses was, that advances were made by the New Zealand Company on the security of that fund for the payment of the minister's stipend, and the salary of the Dunedin schoolmaster... I have stated these particulars to show that there is no ground for the charge that the support of the Church of Otago has been exclusively provided for, whilst nothing has been done for schools, and the interests of education had been neglected. It is with a bad grace that the easy-going men of the present day fling such a taunt as this against the hardy pioneers of Otago.... 2

The other side of the story was raised by the Otago Daily Times which felt it needed to be related to the public during the Council debates in Dec. 1865. 3

Of all the matters relating to the public interest, there is perhaps none so much enveloped in mystery, and about which so much misconception has existed, as that of the Trust Property for Religious and Educational Uses.

1. Burns, "A Brief Account of the Origin and History and also the Income of the Presbyterian Church", an address on the 16 Feb. 1865, p. 5.
After detailing the history of the estates, the Editor stated:

It appears that the original Trustees, about 1859 or 1860, executed a supplementary Trust Deed by which certain other Trustees were appointed. Whether that or either of the Trust Deeds is valid, is a question on which we do not offer an opinion at present.

But the Editor was prepared to judge other matters:

So far as the simple management of the estate is concerned, there appears to be no room for complaint; but we think the same cannot be said with regard to the disposal of the available annual revenue of the Trust.

There had been a school in Dunedin but after the Education Ordinance of 1856

... from that time to the present moment, no steps whatever have been taken, either by the Trustees or by the Presbyterian Church, to promote or to aid in promoting the education of the youth of Otago.

The final act of protest against the Trustees in this period occurred at the Select Committee Hearings on the Presbyterian Church of Otago Lands Bill in the General Assembly. The Trustees had finally succeeded in presenting a Bill in 1866 and Haughton and Richardson both opposed it. Haughton objected that it was opposed to the feelings of a portion of the members of the Provincial Council of Otago and that the Commission appointed by the Provincial Council should have made its Report before the General Assembly acted. Richardson opposed it because the Bill intended to allocate money to support a Theological Chair at the proposed University of Otago, thus keeping it for religious uses. Instead, the money should be used to support schools as the original Trust Deed intended. However, it was pointed out that approval for the changes had been obtained:
I shall prove to the Committee that the scheme which this Bill is intended to carry out has been submitted to the minor Courts of that body, and has met with their approbation; that the Deacons' Court, the lowest of them, is a representative body, each court representing a congregation. That the scheme has been submitted also to the Kirk Sessions and Presbyteries, and has been approved by them. That the Bill itself has been submitted to the Synod of Otago and Southland, which is the highest Court representing the Presbyterian body of Otago, and has been unanimously approved of by it. 1

Thomas Dick, now Superintendent of Otago, also gave evidence and assured the Select Committee that Otago had a working system of National schools and that the Province would prefer to avoid having denominational ones. In fact, it would be preferred if the money would be used to provide for "a higher branch of education. The lower branches of education, which were contemplated by the original Trust, have been fully provided for by the Government of the Province". 2

The Presbyterian Church of Otago Lands Act was given its final reading on the 11 September 1866, two months before the Commission tabled its Report in the Otago Provincial Council, on the 6 Nov. 1866, 3 in which the members "convinced that the Presbyterian Church was, by the original terms of settlement, entitled to the funds, refrained from prosecuting its enquiry to any great length". 4

1. Gillies, op cit., p. 49. Evidence given by the Church's Agent to the Select Committee on the Lands Bill. Synod approved the draft Bill at a special meeting on the 21 June 1865. (Proceedings of Synod, 1866, p. 21.)
4. ibid.
CHAPTER FIVE
CONCLUSION

The Lands Act was considerably longer and more detailed than the Trustees' original working document, the Deed of Trust of 1847. Eighteen years of experience in the Colony had given the Trustees a clear indication of the protection their Trust needed, and they hoped that their estates and the income from it was now safe from outside threat.

The Act (Appendix 5) contained twenty nine clauses, while the two schedules which listed all Trust property extended to eight pages. The details of the Act are not particularly relevant to this thesis, rather the fact of its passage is of more concern, as it marked the Trustees' victory in their battle for survival.

Clauses 7 and 8 divided the proceeds from the Trust estates into two funds. The Ecclesiastical Fund was to take two-thirds of all income and apply it "as the said Synod of Otago and Southland shall from time to time prescribe solely for the purpose of building or repairing manses and churches ... and for endowing or aiding in the endowment of any theological chair or chairs ...".¹ The other third was to be called the Educational Fund. The income from this fund was to be invested, and the profits used "in the erection or endowment of a literary chair or chairs in any college or university ... in the Province of Otago".²

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1. The Presbyterian Church of Otago Lands Act 1866, Statutes of New Zealand, 1866, pp. 469-483, Clause 7.
2. ibid., Clause 9.
It is questionable whether the Trustees would have included Clause 9 if there had been no public outcry against them over the years of the settlement. The evidence presented suggests that the Trustees were forced to make this concession under threat of interference with the Trust from a vocal minority in Otago, whose members were able to gather support from the Dunedin newspapers and in the Provincial Council. Although the Trustees took at least ten years to instigate the final Act, there was continued pressure and consistent reminders that they were not fulfilling their duty. Criticism of the Trustees was linked with public debates on education: on each occasion that an Ordinance was discussed or proposed, the Trust estates were mentioned, with the usual result that sufficient agitation and displeasure occurred to initiate an investigation. Threats to confiscate part of the funds grew stronger on each occasion, as the possibility of direct support of education from Provincial revenue grew closer, and the assessment system was abandoned. The Free Church was forced to legally and publicly allocate some of the income from the Trust to general, public education although in their canny manner, they retained some control over even that amount by insisting on Synod's right to appoint and to remove any professor from the literary chairs if he was supported to the extent of two-thirds or more from the Education Fund.¹ This was a right Synod used in later years which created yet another outcry about Church

¹ Church Lands Act 1866, Clause 12.
involvement in secular matters.¹

The initial scheme mooted by Rennie, upheld strongly by Burns and Cargill and initiated in 1848, whereby a Trust was established to support the Church and the schools was admirable in theory. Like so many theories though, it was defeated by the practical situation which eventuated in the Colony. Theories depend on all conditions occurring in the correct sequence so that the end result is as predicted. If all the settlers had been loyal, Presbyterian church-goers, and if all the land had been sold in the Otago Block, and if the laws passed by the Provincial Council had been in compliance with Presbyterian philosophy, the Province of Otago might have obtained a fine set of schools and a group of well-paid schoolmasters, a High School, a University College and a Theological School as planned. That it didn't was no surprise. There are few if any records of successful Christian Colonies such as Burns envisaged for Otago. The Pilgrim Fathers, to whom he often referred as models for the settlers, were just as often quoted back to him as religious dictators and theirs the very epitome of the type of settlement many of the Otago settlers wished to avoid.

The initial attacks on the Trust by the Little Enemy were the result of personal animosity expressed towards Burns and Cargill and were not direct attacks on the notion of a Trust.

2. McLintock, op cit., p. 524, gives an account of the 'Battle of the Chairs'. The Relinquishment of the Presbyterian Chairs at Otago University, P. Somerville, unpublished thesis, 1977, University of Otago, gives a detailed account of the fighting that continued between the Synod and the University.
Early in the life of the settlement, land was plentiful, space was available and the Trustees did not even begin to lease their rural holdings until well into the 1850s. Once their land began to gain value, and the income increased, they were seen to be owners of valuable assets and by the end of the fifties, as the Colony's population stopped growing, with a consequent limiting of Provincial income, the estates were viewed with envious eyes. The income from the gold rushes was one reason why the Provincial Government could afford to ignore the Trust during the early sixties, as Provincial revenues were buoyant. But by 1865 the large population, with its large proportion of children, was making education an expensive proposition once more. The Trustees did not make their image better in this time by refusing to allocate any of their admittedly small amount of income to education.

Personalities became less important as the settlement grew. In the beginning the Trust appeared to be Burns' private property and it would have been easy to criticise his intense involvement with it. As other Trustees became more involved in the administration of the Trust the element of personality clashes was removed. Burns was still a Trustee at the time of the passing of the Act, but Cargill had died in 1860. Despite the poor public relations which the Trustees and their supporters were guilty of during this period, the final debates were based on principles of legal rights rather than attitudes to a religious group.

The Act was not the end of the fighting. Although the Trustees and the Free Church had been forced to seek the
protection of the General Assembly, they were still criti-
cised for their seemingly unfair holding of large amounts
of endowed property in the Province, when other churches
had to buy any land that they required. The Church's
involvement in the University and its administration was
also a divisive issue for the next eighty years. However,
although Thomas Burns' scheme was not totally successful,
the Free Church did do very well out of it and probably better
than they deserved.
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NOTE.—Alterations, additions, or omissions from the original “Arrangements” of September, 1845, and which are made in those of August, 1849, are bracketed and in italics.

Arrangements for the Establishment of a Settlement and for the Disposal of the Lands of the New Zealand Company at Otago. (September, 1845.)

Terms of Purchase of Land and Pasturage in the Settlement of Otago. (August, 1849.)

[1. All arrangements with regard to the Settlement, formerly intended, of New Edinburgh, to be considered as at an end.] Omitted.

2. The Association of Lay Members of the Free Church of Scotland, as reported by the General Assembly of May, 1845, [with the addition of such other Members as have been, or hereafter may be from time to time appointed by the Association] to be recognised as the party to promote the Settlement now contemplated [now in progress.]

3. The Lands to be sold under the following arrangements to persons brought forward or approved by the Association; and the Association (including those parties) to carry out the enterprise on their own principles, and, so far as possible, in their own name, looking only to the Company for such assistance and acts of trusteeship [of management] in the matter of Surveys, Emigration, and general process of founding the Settlement, as may be requisite.

Amendments which experience may from time to time show to be desirable, to be made by the Company and the Association, concurrently, in those parts of the following arrangements in which they are not already provided for.

4. The Site of the Settlement [to continue] to be at Otago, in the Middle Island of New Zealand, on the land purchased from the natives by Colonel Wakefield, under the sanction of the Local Government, in July, 1844, [granted to the Company by a Deed under the seal of the Territory, bearing date the 13th day of April, 1846, and already decided on, surveyed, and laid out.]

5. The Settlement to comprise one hundred and forty-four thousand six hundred acres of land, divided into two thousand four hundred Properties; and each Property to consist of sixty acres and a quarter, divided into three Allotments; namely, a Town Allotment of a quarter of an acre, a Suburban Allotment of ten acres, and a Rural Allotment of fifty acres, [be the measurements more or less. But each Class of Land to be sold separately if so desired by the Purchaser; and in case of such separate sale the Rural Allotment to be reduced, if so desired, to twenty-five acres.]

6. The 2,400 Properties, [or 144,600 acres] to be appropriated as follows, namely—

- 2,000 Properties, or 120,500 acres, for Sale to private individuals;
- 100 Properties, or 6,025 acres, for the Estate to be purchased by the Local Municipal Government;
- 100 Properties, or 6,025 acres, for the Estate to be purchased by the Trustees for Religious and Educational Uses; and,
- 200 Properties, or 12,050 acres, for the Estate to be purchased by the New Zealand Company.
7. The Price of the land [for sale in the United Kingdom] to be fixed in the first instance [for the present] at forty shillings an acre, or £12.10s. a Property [if the Property be purchased as defined in Paragraph 5. But if purchased separately, the Class of Land to be as follows, viz.—

- Town Land £12 10s. per Allotment of a Quarter-Acre;
- Suburban Land, £30 per Allotment of Ten Acres; and
- Rural Land, £60 per Allotment of Twenty-five Acres. The said Price]

to be charged on the Estates of the Municipal Government, Trustees for Religious and Educational Uses, and of the New Zealand Company, in the same manner as on the 2,000 Properties intended for sale to private individuals; and the purchase money, £259,200, to be appropriated as follows, namely—

- Emigration [and Supply of Labour] (three-eighths) [7s. 6d. in £, or 37½ per cent.] £108,450
- Civil Uses, to be administered by the Company, viz.—Surveys and other expenses of founding [and maintaining] the Settlement, Roads, Bridges, and other improvements, including Steam if hereafter deemed expedient and if the requisite funds be found available (two-eighths) [5s. in £, or 2½ per cent.] 72,300
- Religious and Educational Uses, to be administered by Trustees (one-eighth) [2s. 6d. in £, or 31½ per cent.] 36,150
- The New Zealand Company, on account of its capital and risk (two-eighths) [5s. in £, or 2½ per cent.] 72,300

It is to be observed that from the sum of £36,150 to be assigned to the Trustees of Religious and Educational Uses, will be defrayed £12,050, the price of the [100 Properties or] 6,025 acres to be purchased as the Estate of that Trust.

In like manner, out of the sum of £22,300 to be assigned to the New Zealand Company, will be defrayed £24,100, the price of the [6,025 Properties or] 10,050 acres to be purchased by the Company as its Estate.

But the [100 Properties or] 6,025 acres, constituting the Estate to be purchased by the Local Municipal Government, must be separately paid for by that Government; and until payment therefore of the price, £12,050, together with Colonial interest thereon, the land will be held by the Administrators of the Fund for Civil Uses, with power to dispose of the same, if such payment be not made within one year after the completion of the sales of the remainder of the two thousand four hundred Properties.

8. The Company to reserve to itself the power of increasing the price above mentioned after the first Ballot, and, Omitted] from time to time, as may be arranged after consultation with the Association.

9. In consideration of the consent gives by the Directors [Company,] to contribute to the Emigration and other Special Funds, in the same proportions as private purchasers, on account of the two hundred Properties to be reserved as the Company's Estate, in lieu of those Properties being free of charge or deduction, as was originally intended; and in consideration of the expenses to which the Company is subjected in its general superintendence of the interests of the several Settlements, and which ought to be borne in due proportions by the several Settlements, respectively; the Company to be entitled to charge [Commission. Omitted], at the rate of five per cent. on the gross proceeds [amount] of the 2,000 Properties [Funds] appropriated to Emigration and to Civil Uses; and such charge to be debited to those Funds, respectively.

10. Tracts of Land, containing Coals, or other valuable Minerals, not to be included in the Allotments for sale or appropriation; but to be reserved by the Company, with a view to ensure to the community the advantage of such Minerals, without compromising the interests of the Company, or unduly interfering with private enterprise.

11. The purchase of the surface, under the present arrangements, to include in every case Coal and all other Minerals whatever, granted to the Company by the Crown and lying underneath the Allotment purchased; but the Company to have power to exclude lands containing, in considerable quantities, Coal or other Minerals, from the Allotments intended for sale or appropriation, and to reserve them for the purpose of being disposed of in the manner undermentioned.

Lands so reserved and containing Coal to be disposed of, by Lease or otherwise, in such way as may from time to time be agreed on between the Company and the Association, with a view both to prevent the Coal-field from falling into the hands of private individuals, so as to form a monopoly injurious to the public interests, and to ensure to the Community a due supply of Fuel at the cheapest possible rate.

Lands reserved as above and containing other Minerals to be disposed of in such way as the Company, after consultation with the Association, may from time to time consider most expedient. Substituted.

Reservations to be made, so far as may be practicable, of the Sites of Villages and Towns, with Suburban Allotments adjacent, in the several Parishes and Hundreds, to be laid out in accordance with the Government Regulations on this head.
12. In laying out the Chief Town [of the Settlement named "DUNEDIN"], due provision to be made for Public Purposes, as Fortifications, Public Buildings, Sites for Places of Public Worship and Instruction, Baths, Wharfs, Quays, Cemeteries, Square, Park, and other places for health and recreation; for all which, instructions have already been given to the Company's Principal Agent.

13. The first party of Colonists, including free passengers, to be of such numbers as to entitle them to an Act of Municipality; but to be despatched by one or more embarkations, and to be based upon the sale to private individuals, of not fewer than four hundred Properties, or one-fifth of the whole scheme.

14. Two years from the date of the first embarkation to be allowed for the despatch of the second fifth, and one year for the dispatch of each successive fifth afterwards. The term of five years, therefore, to be thus allowed to the Association for completing the sales in the proportions above mentioned; but on their failing in any of these proportions, the Company to have the option of disposing of the whole of the remaining lands to other parties.

15. A deposit of £12 10s. on each Property to be paid to the British Linen Company in Edinburgh, in Scotland, or to Messrs. Smith, Payne, and Smiths, Bankers, in London, on the New Zealand Company's Account; and the Bankers' Receipt to be produced and filed, previous to any application being registered at the Company's House. Public notice to be given of the day on which the said deposit is to be applied for, on the option of the Company. If the Company shall not have received the full sum stated in paragraph 7 as the full price of each entire Property, or each separate Allotment, desired to be purchased (accompanied by an authority from the Association for receiving such sum) to be paid to the Commercial Bank of Scotland, in Edinburgh, or to Messrs. Smith, Payne, and Smiths, Bankers, in London, on the New Zealand Company's Account; and the Bankers' receipt to be transmitted to the New Zealand House, accompanied by a letter stating particulars of the entire Properties, or the separate Allotments, desired to be purchased, and at full length the name, surname, and residence of the person in whose favour the conveyance is required to be prepared.

16. On payment of his purchase-money, each purchaser to receive, for each sum of £120 10s. so paid, three separate Land-Orders, namely, for the Town-quarter-acre, the ten acres of Suburban Land, and the fifty acres of Rural Land, respectively. These lands to be severally selected, according to priority of choice, to be determined by Ballot, as hereinafter mentioned.

17. Three several Ballots for priority of choice of the Town Allotments, the Suburban Allotments, and the Rural Allotments, in manner to be arranged by the Court of Directors, to take place at the Company's House in London, in the presence of the Directors, and of such purchasers or their agents as may attend after public notice given. The priority of choice, with regard to the Estates of the Local Municipal Government, the Trustees for Religious and Educational Uses, and the New Zealand Company, to be determined by Ballot in the same manner, and at the same time, as for the Properties sold to private individuals.

18. An arrangement to be made in the first Ballot, so that any party purchasing two or more properties may, with respect to Rural Allotments only, take them in contiguity; or such notice in writing of his wish to that effect to be given to the Company three clear days previous to the drawing; and provided that such right of choice shall not extend to land on both sides of any river or main road. Every practicable facility to be given for the like purpose in succeeding Ballots.

19. The choice of Allotments, according to the right of priority determined as above mentioned, to take place in the Settlement as soon
after the arrival of the first body of Colonists as shall be appointed, and under such regulations as shall be prescribed by the Company's Agent, or other Officer duly authorised in that behalf. Neglect or refusal to comply with such regulations in regard to any Allotment, to occasion a forfeiture of the purchaser's right of choice, and to vest it in the Company's Officer on behalf of such purchaser.

20. The first Ballot not to be held until at least four hundred Properties have been sold to private individuals, as before mentioned.

The parties to that Ballot to be allowed to select out of the whole of the Town and Suburban Allotments, but (if their number do not much exceed four hundred) out of only half the intended number of Rural Allotments.

Upon four hundred Properties being sold as above mentioned, the Municipality, the Trustees for Religious and Educational Uses, and the New Zealand Company, to be respectively entitled to select one-half of their whole Estates, and to be included accordingly in the Ballot; but to be required to pay for those Estates, rateably only according to the number of Properties actually sold to private individuals.

21. For each Allotment purchased as above mentioned, the Purchaser to receive a Conveyance with all little delay as possible.

[17. Ballots for priority of choice to be discontinued, and each Allotment to be assigned to the person first making application for it at the appointed place in the Settlement, in accordance with the regulations which may be prescribed from time to time by the Company's Principal Agent in New Zealand or other officer duly authorised in that behalf.]

[18. Disputes and simultaneous applications for any particular Allotment to be determined either by Arbitration or by Lot, if the parties concur in desiring either of these modes of decision; and, in the event of such concurrence, by the Company's Agent or other authorised officer. Such determination to be in every case exclusive and binding as against all parties interested. But if the Company's Agent or other officer decline to give any decision, the parties to be at liberty to have recourse to such remedy as they possess, at Law or in Equity.]

[19. Purchasers to be allowed to select out of the whole of the lands of each class which may be surveyed, laid out, and open to selection at the time, in the Settlement. The Municipality and the Trustees for Religious and Educational Uses, to be entitled to select their respective Estates in the proportion of one Property or Allotment each, for every twenty Properties or Allotments sold to private individuals, and the New Zealand Company, in the proportion of two Properties or Allotments for every twenty so sold.]

21. Fifty (or seventy-five) Properties to be placed at the disposal of the Company's Agent, for sale in the Colony, at the following increased prices, each kind of Allotment being sold separately if so desired by the purchaser; namely,

- **Town Land £40 per Allotment**;
- **Suburban Land £40 per Allotment**; and
- **Rural Land £100 per Allotment.**

22. Individuals desirous of proceeding to the Colony, in the intervals between the first and second Ballots, and approved by the Association, to be allowed to become purchasers at such increased prices as may be decided on after consultation with the Association, as provided for in Paragraph 8, above. [Omitted.]

23. The whole Proceeds of such increased prices (and also of Coals and other Minerals disposed of specially, under the provisions of Paragraph 10, and of the Sites of Villages and Towns with Suburban Allotments adjacent, as provided for in Paragraph 11), to be in all cases appropriated (by eighths) in the same proportions and manner as the Proceeds of the first Ballot (as laid down in Paragraph 7.)

24. The Association (including the purchasers and Colonists whom they may bring forward) to prepare a Deed of Constitution for Church and Schools; to the Trustees appointed by this Deed, the Funds for Religious and Educational Uses to be handed over, as collected, on the completion of each party; all Officers connected with these Uses to be appointed by the said Trustees or Association; whom they may have brought forward or approved having prepared a Deed of Trust for and relative Institutes, dated 6th November, 1847, as a Constitution for Church and Schools, the same to be held as part of the terms of purchase; to trustees appointed thereunder the Funds for Religious and Educational Uses to be handed over, as collected, on the completion of each party; the provisions of such Deed of Trust and relative Institutes to be duly observed in all respects; and in this and all other matters, the Association to have respect to the full exoneration of the Company from responsibility, at the earliest possible period.

25. The Emigration Fund to be applied as may be decided on from time to time, after consultation with the Association, and the selection of free (or assisted) passengers to be entirely confined to them, in accordance with the Government Regulations.

[Purchasers desirous of recommending Labourers to the Association, for Free or Assisted Passages, to give to the Association written notice of the desire to make such recommendation, full particulars of the Labourers recommended, SIX WEEKS before the sailing of the Vessel in which the Labourers, if approved, are proposed to be sent. Two-thirds of the amount, or £20 on each entire Property purchased, to be applied to
the provision of a supply of labour in accordance with the Government Regulations; and the remainder (£15 on each entire property) subject to the concurrence of the Company, to the passage of persons, who, under these Regulations, are not strictly eligible; such as—the Parents of grown-up Children;—Children under seven years of age, in excess of the authorised number;—and, to a limited extent, such Cabin Passengers, and others, as detailed in Paragraphs 24 to 27 below.

26. The expenses of the Association to be met in the first instance by the Company, to the extent of five hundred pounds; [to such moderate extent as may be necessary] if it being understood that, with the exception of a paid Secretary [and travelling expenses if incurred] at the rate of one hundred and fifty pounds a year, the Members of the Association are to act gratuitously. Travelling and other necessary expenses to be covered by the sum stated, which, in the event of success, will be charged, together with the expenses already incurred under the former arrangements [prior to the 14th of May, 1847], to the Fund for founding [and maintaining] the Settlement.

27. Subject to the modifications mentioned in the foregoing Paragraphs, and to the exceptions of Offices and Funds relating to Religious and Educational Uses, the appointment of Officers, and the management and expenditure of the several Funds, to be vested altogether in the Company; but all reasonable attention to be paid by the Court of Directors to the recommendations of the Association.

28. In case of any difference arising between the Company and any purchaser, with respect to the construction of these presents, or the execution of any contract founded thereon, such difference to be decided by two Arbitrators, one to be named by each party, or by an Umpire to be named by the Arbitrators.

In the event, also, of any difference or question arising, either between private parties, or between such parties and the Company or other Public Body, or between such Public Bodies only, and relating to Water connected with any land referred to in these presents, or to the possession or use of such Water, or to the Erection of Mill Machinery to be moved thereby, or to any other right or privilege connected therewith, such difference or question to be decided in like manner, either by Arbitrators, or by an Umpire, the whole to be named respectively as above mentioned.

29. The Register of Applications to be opened on such day as may hereafter be decided on. Omitted.

30. The Seventh Resolution adopted by the Association on the 16th of May last, expressing their confidence in Mr. Cargill, being in harmony with the sentiments of the Court, Mr. Cargill to be announced as appointed the Company’s Resident Agent for the Settlement. His salary to be the same as that of the late Captain Wakefield, the Resident Agent for Nelson; and, like his, to commence on embarkation. Omitted.

34. Chief Cabin Passengers, being Purchasers, to be entitled at any time within Twelve Months from the date of their respective purchases, to receive one-third of the Emigration Fund accruing thereon, (or £15 on each entire Property) as an Allowance towards defraying the expense, actually and reasonably incurred, for the Passages to the Settlement of the said Purchasers and their Families, at the rates laid down by the New Zealand Company.

35. Fore Cabin and Steerage Passengers, being Purchasers with regard to whom the Otago Association may be satisfied that they intend to be Rivers of Labour in the Colony, to be allowed at any time within Twelve Months from the date of their respective purchases the same sum as Chief Cabin Passengers; if, to the satisfaction of the Association, not intending to be Rivers of Labour, but to be in fact Labourers themselves, the whole Emigration Fund accruing on their purchases (or £15 on each entire Property); — provided in every case that the Sum specified be actually and reasonably expended as stated in Paragraph 24 above.

36. Passages to be reserved for Purchasers and for Labourers recommended by them and approved by the Association, in the Ships chartered by the Company, provided that application for such Passages be made Six Weeks before the sailing of the ship in which the parties desire to proceed.

27. Purchasers proceeding direct to the Settlement from India or Ceylon, to be placed to the coast of the United Kingdom, as to have the same allowance for the passage of themselves and their families; provided the amount be shown to the satisfaction of the Company’s Principal Agent to have been actually and reasonably expended on such passage, at rates proportionate to those of the Company from England; and provided also the interval between the purchaser’s arrival in the Settlement, and his purchase (whichever be prior in order of time) do not exceed Twelve Months.

By order of the Court of Directors,

THOMAS CEDRIC ITARRINGTON,
Secretary.

New Zealand House,
9, Broad Street Buildings, London.
12th June, 1849.
Deed of Trust 1847

We, the Lay Association of the Free Church of Scotland, for promoting the settlement of a Scotch Colony at Otago, in New Zealand, and the purchasers of properties at Otago, named and designed in the testing clause hereof: Whereas, by article seventh of arrangements, bearing date 14th May, 1847, between the New Zealand Company and the said Lay Association for the establishment of said settlement at Otago, there is appropriated out of the purchase money to be received for properties, “for Religious and Educational Uses, to be administered by Trustees, thirty-six thousand one hundred and fifty pounds.” And whereas it is agreed by the said Regulations, “Twenty-fourth, The Association, including the purchasers and colonists, to prepare a Deed of Constitution for Church and Schools.” And whereas, we have accordingly expede such Deed of Constitution which we sign as relative hereof; and it being proper, in pursuance of the said Regulations, that we grant trust as underwritten: Therefore, know ye, us, the said Association and the said purchasers or colonists, to have nominated and appointed, as like, we hereby nominate, constitute, and appoint the Rev. Thomas Burns minister of the First Church, Otago; Edward Lee, gentleman, Otago; Edward M’Glashan, of Salisbury place, Edinburgh; and William Cargill, agent at Otago for the New Zealand Company; and the survivor or survivors, acceptor or acceptors of them, the majority for the time, and the survivor or survivors to be a quorum, but with and under the declaration afterwritten as to the Trustees above named, as well as with the power to add to their number in manner afterwritten, a majority for the time, and the survivors or survivor of them being always a quorum, to be Trustees or Trustee, with full powers to call for, uplift, and discharge the proportion of purchase-money aforesaid, amounting to thirty-six thousand one hundred and fifty pounds sterling, and that as the same shall be received by the New Zealand Company; and the said Trustees, in conjunction with the Presbytery or with the Minister of the First Church in Otago, and which is to be called Church until a Presbytery be formed, shall take plans and specifications for Churches and Schoolhouses, and determine thereupon, and have the same property erected; and shall also modify and pay from the funds, stipend for each church and salary for each school; stating three hundred pounds per annum for First Church aforesaid during the incumbency of the Rev. Thomas Burns, to whom the said Trustees have granted provisional bond for that sum; and so far as not required for immediate purposes, they shall lay out the funds in heritable security, and uplift and expend or reinvest, as may be requisite; paying the stipends to ministers and salaries to schoolmasters from the interest and income and accumulating surplus, or other interest with its stock; and they are also empowered to purchase lands, as provided by article sixth of the arrangements aforesaid. But with this declaration always, that as the New Zealand Company are to impress into the hands of said Trustees what sums shall be requisite to complete the First Church and Schoolhouse as well as to meet for a time the stipend of the said Thomas Burns, so far as these may not be met by prior sales, so they shall be entitled to reimbursement of whatever they may so advance out of the first purchase money of properties. And as to allocation of funds to build future churches and schoolhouses, it is declared that the Trustees shall have regard always to the proper accommodation required by settlers at the time; while, as to endowments, they may allocate not more than three hundred pounds per annum to each church benefit. And the said trustees or trustee shall have power to name factor or clerk, and give them such remuneration as they think proper, and they shall be responsible for such factor or clerk. And the said trustees or trustee
are hereby empowered to compound and transact any doubtful matters, or to refer and submit to arbiters one or more as they deem fitting; and it is hereby declared that the trustees or trustee hereby named and their successors in office, shall in all time coming maintain a sufficient quorum; and for that purpose, with consent of the Deacons' Court of the First Church aforesaid, they shall add person or persons to the number of trustees or trustee for the time, and which assumed trustees shall have the same power as those above named. Declaring, that no person shall become a trustee who is not resident in New Zealand; and also, each trustee of the First Church therein, in communion with the Free Church of Scotland; and any trustee, original or assumed, ceasing to be so resident or to be a member of that Church, shall ipso facto cease to be a trustee. And further, declaring that the said trustees, original and assumed, shall not be liable for omissions of any kind, but only each for his own actual intromission: We appoint and direct that accounts of the immis-sions and disbursements of the trustees shall be lodged with the session-clerk of the First Church aforesaid, and that on the fifteenth January yearly, for the inspection of all concerned, such accounts embracing the twelve months immediately preceding the first day of Janu-ary each year. And we consent to the registration hereof in the books of Council and Session for preservation, and we constitute our procurators for that purpose. In witness whereof of these presents, written upon this and the two preceding pages of stamped paper by Alexander Francis Home, clerk to Robert Cargill, writer to the Signet, are subscribed by Patrick Boyle Mure Macredie, of Perth, Esquire, for the Lay Association aforesaid, and also for purchasers of properties, including as such myself and Rachel Ann Mure and Thomas Macredie Mure, my son and daughter, as specially authorised by minute of a meeting of said Association and purchasers, dated ninth October, sixteen hundred and forty-seven years, at Irvine the sixth day of November, eighteen hundred and forty-seven, before these witnesses:—James Johnston, Town Clerk, Irvine, and William Ritchie, my clerk, and by the following parties or mandatories who each declared before signing that they hereby ratify the subscriptions of the said Patrick Boyle Mure Macredie, as for them, as aforesaid viz., William Cargill, above designed at London, tenth day of month and year last mentioned, before these witnesses, William Bowler and Edward Herbert, both of the New Zealand House; Julius Jeffreys, William Alfred Mosley, Lee & Co., for William Walter Cargill, Bombay, broker; William Westland, and William Henry Cutten, all now of Otago, on board the John Winkfield, at Gravesend, twenty-third of November, year aforesaid, before Peter John Reeves, Tredgar Square, of Middlesex, and William Bowler, above designed; by Frederick Ward, late of St. John's College, Cambridge, at London, twenty-first of December, year last mentioned, before James Boyd and Charles William Turnbull, both clerks to Andrew Kennedy Hutchison, attorney-at-law, London; by Robert Chapman, writer, Edinburgh, Edward McGlashan, above designed, and John Somerville, St. Leonards, at Edinburgh, twentieth January, eighteen hundred and forty-eight, before Alexander Whigham and Thomas Atkinson, both clerks, Otago office, Edinburgh, by said Andrew Kennedy Hutchison, as mandatory for the following persons viz., Miss Eliza Symons Comelford, Cornwall; James Watts Peppercorn, Royal Exchange Buildings, London, broker; and James Shelton, Newton, Doctors Commons, attorney-at-law, at London, twenty-first of February, year last mentioned, before these witnesses, William Henry Allan and Charles William Turnbull, aforesaid, both clerks to the said Andrew Kennedy Hutchison; by John McGlashan, solicitor-at-law, Edinburgh, mandatory for Alexander Paterson Mains, Mullion by Keith, Robert Peter, banker, Aberfeldy, Alexander Findlater, Gilbert Burns, William Todd, Matthew Pollock, Alexander Perrier, the five persons last named each merchant in Dublin, the Rev. Eleazar Bradshaw Wallace, of Ban; and for Archibald Burns, banker, Perth, at Edinburgh, the first of March, year aforesaid, before Andrew Alldorn, M.D., Oban, and Thomas Atkinson, above designed, and by Simon Hepburn, Hanover street, Edinburgh, as mandatory for Emma Brown, spouse of James Brown, Ardgowan street, Greenock; Mary Fraser, spouse of James Fraser, High street, Inverness; and Susan Fraser, spouse of William Fraser, Church street, Inverness, at Edinburgh, the twenty-second day of March, year aforesaid, before these witnesses;—Robert Cargill and Thomas Atkinson, both above designed,
We, the Association of Lay Members of the Free Church of Scotland, for promoting the settlement of a Scotch Colony at Otago, New Zealand, subscribing hereto, and the purchasers of properties in the Colony, also subscribing: Whereas by article 34 of the arrangements between the New Zealand Company and the Association aforesaid, for the establishment of the said settlement, it is agreed "that the Association, including the purchasers and colonists whom they may bring forward, shall prepare a Deed of Constitution for Church and Schools," we the said Association, and the purchasers aforesaid, after full consideration, and advising also with the Colonial Committee of the Free Church, do declare, institute, and appoint as follows:

I. It being our desire and intention that the Church of this settlement with the Schools attached thereto, shall be formed upon the model of the Free Church of Scotland, and in connection therewith, declare that the same is planted as a branch of the said Free Church, to be governed according to the doctrines, polity, and discipline thereof, of which Free Church the Confession of Faith and other standards framed by the Westminster Assembly of Divines, form the fundamental standards.

II. That until the formation of a Presbytery in the Colony of New Zealand in connection with the said Free Church, which may be competently effected when the number of ministers with settled charges in the said colony in connection foresaid shall amount to three, the several Churches to be established in the settlement of Otago, with the minister and office-bearers, will be subject to the Supreme Judicatory of the Free Church of Scotland, acting by itself or by such inferior judicatory as it may appoint, to exercise jurisdiction and discipline over them, promissorily, in conformity to the laws and discipline of the Free Church of Scotland.

III. The Rev. Thomas Burns has been secured as minister of the First Church to be erected, and which is to be called the future ministers to be elected as hereinafter appointed, and with a careful view to the formation of a Presbytery or Presbyteries in New Zealand, at the earliest possible date, to be composed of ministers in connection with the Free Church of Scotland in Otago, and the other settlements in New Zealand, and of the elders representing the kirk-sessions of the several congregations. To which Presbytery or Presbyteries, and their superior judicatories in the colony when formed, the said ministers, and all office-bearers and members in the respective congregations, will, according to the laws and discipline aforesaid, henceforward be amenable in all that relates to Church discipline, the sentences of the said Presbytery or Presbyteries and Superior Judicatories, when formed, being final.

IV. Respecting the appointment of ministers to particular churches (the Rev. Thomas Burns having been already duly appointed), until there be candidates for the ministry qualified at a Divinity College in New Zealand, having the sanction of the Trustees contained in a Deed of Trust executed of this date, as well as of the ministers aforesaid, Presbytery or Presbyteries, reliance shall be had on the Colonial Committee of the Free Church of Scotland, who, on application of the male communicants of said First Church, if still the only church, and requiring a successor to the said Thomas Burns, or of any subsequent body of settlers requiring a minister, such, with the consent of the minister of said First Church, if then officiating and there be yet no Presbytery, or of the Presbytery, if formed, or on the application of the male communicants of any second or succeeding Church, with consent of the minister of said First Church or Presbytery, as aforesaid—a majority of the applicants holding in all these cases—the Colonial Committee on such respective application shall have power to appoint a minister, giving what effect they think due to any recommendation of the applicants, and in the event there are candidates qualified at New Zealand College, as above written, vacancies shall be filled up by male communicants of respective congregations in connection with the Presbytery in either case; the Colonial Committee being still to concur if there be no Presbytery.

V. Schoolmasters (the first having been duly appointed), after due examination and approval, shall be nominated by a joint meeting of the
minister, elders, and deacons of the congregation to which the school is attached, the party so nominated to be thereafter tried by the Presbytery, and until such Presbytery be formed by the minister or ministers in Otago, who shall have power to admit or reject, as he or they may deem proper. The schoolmaster shall be removable for reasonable cause by the Deacons' Court, that is to say, the ministers, elders, and deacons, subject to the review of the Presbytery when formed; and the school attached to such congregation shall be under the superintendence of that Court. The fees to be exacted from the children to be fixed by the Deacons' Court, who shall be entitled to admit such orphans and poor children as they think fit without charge.

VI. Ministers shall have stipend and schoolmasters shall have salary allowed out of the funds contained in the said Trust Deed executed by us of this date, so far as these shall be found answerable—the stipend payable half-yearly to the ministers respectively, the salary half-yearly to the schoolmasters of the respective congregations.

VII. The ordinary management as to repairs of church and schoolhouse, and payment of salaries to precentors and beadles, and defraying the expenses of communion elements and other incidental expenses of each congregation, shall belong to the Deacons' Court thereof, and as such matters shall form no charge against the trust funds aforesaid, it shall be competent for the deacons, after applying the ordinary collections, subject always to allowance to the poor, as provided article eighth, to levy seat rents (subject to accommodation for the poor, as provided article eighth) to defray such expenditure, including additional stipend to their own minister.

VIII. Kirk Sessions and Deacons' Courts respectively shall be entitled to appoint special collections for religious and charitable uses, and also to allocate to their poor such sitting in the church as they think fit, free of charge, and such proportions of the ordinary collections as may be requisite.

IX. The precentors and beadles for each congregation shall be appointed by the Kirk Session and deacons, who shall have power to fix their salaries and to remove or dismiss them.

X. There shall be a register kept by the session clerk of each congregation, for births, baptisms, marriages, and deaths, the expense to be defrayed by an allowance to the session clerk of each congregation.

XI. The accounts of the intrimissions and disbursements of the Deacons and Kirk Sessions shall be lodged with the Session Clerks of the respective congregations on the 15th January each year, for the inspection of all concerned, such accounts embracing the twelve months immediately preceding the first day of January each year, and a duplicate copy thereof to be lodged with the Presbytery at their first meeting thereafter, or with the minister of each congregation until a presbytery be formed.

Witness our hands, &c. (Signatures same as previous document).
APPENDIX 4

Report of Select Committee on Trust Property for Religious and Educational Uses

(Brought up by Mr Gillies April 20)

Your Committee have (so far as the limited time at their command has permitted them) investigated the position of the Trust for Religious and Educational Uses, under the original Otago Scheme; and in course of their investigation have had every facility afforded them by the Trustees.

Your Committee find that the Trustees have obtained under the Scheme 22 entire properties - equivalent to 1100 acres of rural land, 220 acres of suburban land, and 22 town sections: that the Trustees have further purchased or otherwise acquired two additional town sections, and 40 acres of rural land at the Waihola: that nearly all the town and rural sections are let at an aggregate rental of about £300 per annum; and that on the land belonging to the Trust at Waihola the Government has built a school and schoolmaster's house, under the provisions of the Education Ordinance.

Your Committee have not yet been able to ascertain the precise amount paid by the New Zealand Company to the Trustees, nor the precise amounts expended on Religious Uses and Educational Uses respectively; they find, however, that a large amount has been expended in building the present Presbyterian Church or School-house and School-master's house, upon land held under a Crown Grant for the use of the Presbyterian Congregation; that a further amount has been expended on the Dunedin Manse; and a further amount has been expended for Manses throughout the country. The funds from which these various items of expenditure have been derived are the Trust Revenue, and a sum borrowed by the Trustees on the security of their rental.

Your Committee have also had before them copies of the original Trust Deed and relative institutes, and of a supplementary Trust Deed recently executed by the original Trustees; but the Committee are not prepared to give a decided opinion as to the validity or effect of these deeds.

Taking, however, a fair and equitable view of the whole matter, your Committee are of opinion that, had the original scheme been carried out, the Educational Uses were intended to be administered in connection with and subordinate to the religious body under whose auspices the settlement was established; that that body, now represented by the Presbyterian Church of Otago, are entitled to the benefit accruing from that portion of the Trust Property applicable to Religious Uses; but that from the altered circumstances of the Province,
the failure of the original scheme, the abandonment of Education by the Trustees to the care of the Provincial Government, who now provide for the cost of it - your Committee are of opinion that some portion of the Trust Property ought to be and may be made available for the cause of Education. Your Committee consider the true spirit of the original Trust to have been that Religion on the one hand and Education on the other should have provision made for them, and that in the then circumstances of the colony the provision for Education could be best administered by the religious body, but that in the present circumstances of the Province, the spirit of the original Trust would be more justly and effectively carried out by the provision for Education being held separately from the religious body.

Your Committee would therefore recommend that a Commission be appointed by this Council still further to investigate this subject - to communicate with the Trustees - and to endeavour to effect an arrangement with the Trustees for placing a portion of the property at present held by them in such a way as to be specially available for Educational purposes, with a special view to obtain the sanction of the General Assembly to such an arrangement. In this way, an appeal to the Supreme Court on the subject of the Trusts can alone be avoided. That such Commission report to the next Session of the Council, with a view to further steps being taken in the matter, as your Committee consider that this valuable Trust should not be left in its present most unsatisfactory position.

Dunedin, 20th April 1860

Thomas B. Gillies, Chairman of Committee
APPENDIX 5

The Presbyterian Church of Otago Lands Act 1866

New Zealand.

ANNO TRICESIMO

VICTORIÆ REGINÆ.

[Local and Personal.]

No. 2.

ANALYSIS.

1. Title.
2. Preamble.
3. Former trusts determined.
4. Names of Trustees.
5. Governor to issue Crown Grants.
6. Trustees to receive rents &c.
7. Two-thirds of rents &c. to form “Ecclesiastical Fund.”
8. One-third of rents &c. to form “Education Fund.”
10. Regulations of Synod how to be made.
11. Professors of theological chairs to be appointed &c. by Synod.
12. Professors of literary chairs to be appointed &c. by Trustees.
13. Chairman to be appointed at meetings of Trustees. Meetings not to consist of less than three.
14. Minutes of meetings to be kept.
15. Factor to convene a meeting on requisition of three Trustees.
17. Appointment of Factor.
19. Power to lease.
20. Execution of deeds.
22. Trustees to be authorized to convey certain lands to congregations.
23. Receipt clause.
24. Power to appoint new Trustees.
25. Trustees’ indemnity clause.
26. Trustees may carry out certain contracts.
27. Leases heretofore made to be valid.
28. Rents &c. now due in respect of lands to be paid to Trustees.
29. Trustees to have same remedies &c. as if leases had been made by them.

An Act for the better regulation and management of the Lands of the Presbyterian Church of Otago and for the disposal of the Income and Revenues thereof. [8th October 1866.]

Whereas by certain terms of purchase of land within the settlement of Otago forming a contract between the New Zealand Company and Association of lay members of the Free Church of Scotland constituted for promoting the said settlement commonly called “The Otago Association” it was agreed that certain allotments of land within the said settlement should be appropriated for an estate to be purchased by trustees for religious and educational uses within the same which the said Association was to do by a certain proportion of the price to be realized by the sale and disposal of the lands comprising the said settlement being appropriated for religious and educational uses and to be administered by the said trustees and applied in part in the purchase of the land intended to be the estate of that trust and whereas in pursuance of the aforesaid terms of purchase a certain portion of the funds appropriated for religious and educational uses and to be administered by the said trustees and applied in part in the purchase of the land intended to be the estate of that trust as aforesaid was realized and certain allotments of land were purchased and acquired...
Presbyterian Church of Otago Lands.

for such religious and educational uses which said allotments of land are severally specified and described in Schedule A. hereunto annexed and a deed of trust and relative institutes as a constitution for church and schools dated the sixth day of November one thousand eight hundred and forty-seven and other dates were executed by Patrick Boyle Mure Macredie of Perceton Esquire for and as specially authorized by the said Association by minute thereof in that behalf and by certain purchasers and mandatories of purchasers of land in the said settlement by which deed of trust the parties thereunto nominated constituted and appointed the Reverend Thomas Burns Edward Lee gentleman Otago Edward McGlashan of Salisbury Place Edinburgh and William Cargill agent at Otago for the New Zealand Company and the survivor or survivors acceptor or acceptors of them with power to add to their number a majority for the time being always a quorum to be trustees or trustee of the aforesaid estate for such religious and educational uses. And whereas by the aforesaid institutes or constitution for church and schools it is declared instituted and appointed that the church of the said settlement with the school attached should be formed upon the model and planted as a branch of the Free Church of Scotland and governed according to the doctrine polity and discipline thereof of which Free Church it is thereby declared that the Confession of Faith and other standards framed by the Westminster Assembly of Divines form the fundamental standards and that until the formation of a Presbytery in New Zealand in connection with the said Free Church of Scotland the officebearers should be subject to the Supreme Judicatory of the said Free Church of Scotland And whereas a Presbytery was established in Otago aforesaid in accordance with the polity laws and usages of the said Free Church of Scotland by the name and title of "The Presbytery of the Church of Otago" which name and title was afterwards altered to "The Presbytery of the Presbyterian Church of Otago" and an Act of the said Presbytery was passed whereby it was enacted that the fundamental principles of the said Church of Otago in doctrine polity and discipline are and shall be those laid down in the standards of the Free Church of Scotland which standards are thereby adopted as the standards of the said Church of Otago. And whereas the said Presbytery has been divided into several Presbyteries of the said Church and have constituted themselves into a Synod under the name and title of "The Synod of Otago and Southland" And whereas the said trustees or the survivors of them or the continuing trustees have from time to time out of the rents and income arising from the said trust estate purchased for religious and educational uses certain other sections or allotments of land specified and described in Schedule B. hereunto annexed. And whereas grants from the Crown of the lands so purchased and acquired by the said trustees for religious and educational uses as aforesaid or of any part thereof have not yet been made to the said trustees And whereas in or about the year one thousand eight hundred and fifty-two the said trustees entered into an agreement with one Robert Hastic for exchanging section numbered twenty-one of Irregular Block East Taieri for section three block one South Molyneux District otherwise termed the Clutha District. And whereas in or about the year one thousand eight hundred and fifty-six the said trustees agreed to grant to the congregation of East Taieri twenty acres of land being part of section numbered eleven of block three East Taieri District. And whereas in or about the year one thousand eight hundred and fifty-three the trustees agreed to grant twenty-three acres of land in the East Taieri District aforesaid being part of section numbered twenty-two in
the Irregular Block of the said district to the said congregation as a site for a school and schoolmaster's house. And whereas in or about the year one thousand eight hundred and forty-eight the said trustees agreed to grant to the congregation of the first Church of Otago for a glebe all that section or allotment of land being section numbered ten block seven in the Town District of Dunedin. And whereas in or about the year one thousand eight hundred and sixty the said trustees agreed to sell to the Superintendent of Otago all that allotment of land containing ten acres or thereabouts and being section numbered seventeen in the Upper Harbour District within the said Province as a site for a school and schoolmaster's house. And whereas in or about the year one thousand eight hundred and fifty-nine the trustees agreed to sell to the Superintendent of the Province of Otago a piece or parcel of land containing by admeasurement one acre or thereabouts being part of section numbered one hundred and sixteen in the North-east Valley District for the purpose of widening and improving the road from Dunedin to Port Chalmers. And whereas the said Reverend Thomas Burns and the said Edward McGlashan are the only surviving or continuing trustees of the estate so purchased for religious and educational uses as aforesaid. And whereas it is expedient that grants from the Crown should be issued to the said trustees and their successors of the beforementioned sections or allotments of land and that additional trustees should be appointed otherwise than as directed by the said trust deed and that the objects of the said trust and the powers and duties of the said trustees should be better defined and that the said trustees should be authorized and empowered to carry out the agreements hereinbefore mentioned and that certain acts heretofore done by them should be declared to be and made valid and that further and better provision should be made for the regulation and management of the said trust estate and of the rents and annual and other income thereof.

Be it therefore enacted by the General Assembly of New Zealand in Parliament assembled and by the authority of the same as follows—

I. The Short Title of this Act shall be "The Presbyterian Church of Otago Lands Act 1866."

II. From and after the passing of this Act all trusts, powers and authorities under which the said sections or allotments of land specified in the said Schedules A. and B. are and have been held by the trustees aforesaid or any or either of them shall cease and determine (without prejudice nevertheless to any act deed matter or thing heretofore lawfully made done or executed by the said trustees or any or either of them in the execution of the said trusts).

III. From and after the passing of this Act the said Reverend Thomas Burns Doctor in Divinity the said Edward McGlashan and John Hyde Harris of Dunedin in the Province of Otago aforesaid Esquires Arthur William Morris also of Dunedin Esquire William Hunter Reynolds also of Dunedin Esquire John Gillies also of Dunedin Esquire and James Paterson also of Dunedin Esquire and all succeeding trustees (hereinafter called the trustees or the said trustees) to be appointed in manner hereinafter provided shall be and become trustees of the said sections or allotments of land and premises specified and described in the said several Schedules A. and B. hereunto annexed and of all lands and hereditaments which shall or may be hereafter purchased with funds belonging to the trust estate or which shall be otherwise acquired by the said trustees for the purposes of the trust (hereinafter called "the said lands") upon the trusts intents and purposes hereinafter declared concerning the same.
IV. It shall be lawful for the Governor-in-Chief of the said Colony of New Zealand or other the officers administering the Government, thereof for the time being to cause grants from the Crown of the said lands to be issued to the trustees as joint tenants who at the time of the execution of such grants shall be lawfully acting as trustees under this Act.

V. The said trustees shall receive and take the annual rents issues and profits and all other sums becoming payable in respect of the said lands.

VI. In the month of January one thousand eight hundred and sixty-seven the said trustees shall furnish to the said Synod of Otago and Southland a statement in writing of all the sums received by the said trustees in respect of the said rents issues and profits and other sums received by them in respect of the said lands and also of all sums lawfully paid by them in respect of the said lands up to the thirty-first day of December one thousand eight hundred and sixty-six and shall also in the month of January in each succeeding year furnish to the said Synod a like account of all such sums received and paid as aforesaid during the year ended on the thirty-first day of December immediately preceding.

VII. Two-thirds of the clear proceeds of the said rents issues and profits shall each year be applied by the said trustees in accordance with such regulations (to be made in manner hereinafter mentioned) as the said Synod of Otago and Southland shall from time to time prescribe solely for the purpose of building or repairing manses and churches in the Provinces of Otago and Southland and for endowing or aiding in the endowment of any theological chair or chairs in connection with the said Presbyterian Church of Otago in any college or university which may hereafter be erected in the said Province of Otago or any or either of such purposes according to the said regulations and shall be called "The Ecclesiastical Fund."

VIII. The said trustees shall set apart the remaining one-third of the said clear proceeds for the purpose of forming a fund for educational purposes and shall from time to time invest the same in their own names in any Government or real securities of the Colony of New Zealand and shall also vary the said securities at their discretion and shall receive the dividends interest and annual produce of the said securities and reinvest the same in or upon like securities so that the proceeds securities dividends interest and annual produce may accumulate and the said fund so formed shall be called "The Educational Fund."

IX. The said trustees shall from time to time apply the said "Education Fund" (in accordance with regulations to be made by the said Synod in manner hereinafter mentioned) in the erection or endowment of a literary chair or chairs in any college or university which shall be erected or shall exist in the Province of Otago or for either or both of those purposes.

X. The regulations of the said Synod to be made from time to time for the guidance of the said trustees shall be made in the following manner that is to say—they shall be passed as an interim Act of the said Synod and a printed copy of such Act together with a notice of the day on which the said Synod intend to finally adopt such regulations shall be sent to each minister who shall for the time being be a member of such Synod and to the session clerk of each congregation of the Presbyterian Church under the jurisdiction of the said Synod to be submitted to the session of the congregation of which he is session clerk and each said session shall be entitled to appear before
the said Synod and to be heard on the subject of such regulations before any such regulations as aforesaid shall be adopted by the said Synod and before any alteration shall be made in any regulations which shall be already in force and it shall be lawful for the said Synod from time to time after hearing the said several congregations to pass and adopt such regulations either with or without alterations or amendments as to them shall seem expedient.

XI. Every professor of any theological chair that shall be endowed or aided in endowment as aforesaid shall be appointed and removable by the said Synod.

XII. All professors to any literary chair as aforesaid endowed in the whole or to the extent of two-thirds of such endowment from the said "Education Fund" shall be appointed and removable by the said trustees with the concurrence of the said Synod.

XIII. At all meetings of the trustees such trustee as the trustees present shall choose to be chairman shall preside and such presiding chairman in all cases of equality shall have a casting vote only. Unless three members are present no meeting of the trustees shall be constituted for the transaction of business and all acts to be done by them and all questions of adjournment or other questions may be done and decided by a majority of trustees present provided three at least be present.

XIV. Minutes of the proceedings of such meetings shall be drawn up and fairly transcribed in a book to be kept for that purpose and shall be signed by the chairman of the meeting at which such proceedings took place.

XV. Any three of the trustees by requisition signed by them for that purpose may call upon the factor to convene a meeting of the trustees and in all cases where the factor shall refuse or neglect so to do the said three trustees may call a meeting by public notice to be signed by them stating therein the time and place of meeting.

XVI. Previous to any meeting of the trustees (except in cases of emergency when they may be convened within less time) notice to attend such meeting signed by the factor shall be sent through the Post Office or delivered to each trustee not less than three days before the time appointed for such meeting.

XVII. The trustees may appoint any one of their own number or any other fit person to be their factor or agent and may order payment to him of such salary allowance or commission as to the trustees shall seem reasonable and such factor or agent shall hold his office during the pleasure of the trustees and give such security for the due execution of his office as they shall think fit.

XVIII. The trustees by resolution passed at any meeting of trustees shall have the power to remove from office every such factor or agent who shall immediately upon any and every such removal deliver up and account to the trustees for all moneys, goods, account books, papers, deeds and muniments of title belonging to or concerning the trustees which shall be in his possession or under his control.

XIX. It shall be lawful for the said trustees to demise or lease all or any part or parts of the said lands to any person or persons for any term of years absolute not exceeding twenty-one years to take effect in possession and not in reversion so as there shall be reserved on any such demise the best or most approved yearly rent or rents to be incident to the immediate reversion of the said land so to be demised that can reasonably be gotten for the same without taking any fine premium or foregift and so as there be contained in every such demise a clause in the nature of a condition of re-entry for non-payment of
the rent or rents thereby to be respectively reserved or for non-observance or non-performance of all or any of the lessees' covenants therein respectively contained so as the lessee or lessees do execute a counterpart thereof respectively and be not made dispensable for waste.

XX. All deeds conveyances leases and other instruments made done or executed under the authority of this Act shall be deemed sufficient in law if made or executed under the hands of any three of the said trustees for the then time being and every such deed conveyance lease or other instrument shall be attested by at least one witness and in every such deed conveyance lease or other instrument the covenants powers and provisos implied in any deed of a like nature under the provisions of an Ordinance of the late Legislative Council of New Zealand Session 2 No. X. intituled "An Ordinance to Facilitate the Transfer of Real Property and to simplify the Law relating thereto" shall subject to any modification of such covenants in this Act or in any such deed conveyance lease or other instrument contained be deemed to be implied in such deed conveyance lease or other instrument.

XXI. It shall be lawful for the said trustees to accept the surrender of any such lease or of any lease that may have been heretofore granted of any of the said lands by any former trustee or trustees thereof and to determine any tenancy of any of the said lands upon such terms as the said trustees shall think fit and to compromise with and to make allowances to any tenant or tenants for any rent due or that shall become due in respect of the said lands.

XXII. It shall be lawful for the said trustees by the direction of the said Synod to convey and assure to any person or persons as a trustee or trustees for or on behalf of any congregation of the said Presbyterian Church of Otago any part or parts of the said lands specified and described in the said Schedule B. and of all such other lands as shall or may be hereafter purchased or acquired by the said trustees for the purposes of the trusts hereof not exceeding fifty acres in all for any one congregation for the purpose of a site for a church or for a manse and glebe or for all or any of those purposes and such land when so conveyed and assured shall cease to be subject to the trusts of this Act.

XXIII. The receipt or receipts in writing of the said trustees or their factor for the time being for any sum or sums of money payable to them under or by virtue hereof or in or about the execution of any of the said powers or authorities herein declared or contained shall be a sufficient and effectual discharge or sufficient and effectual discharges for the same or for so much thereof as in such receipt or receipts shall be acknowledged to be received and the person or persons to whom the same shall be given his or their heirs executors administrators or assigns shall not afterwards be answerable or accountable for any loss misapplication or non-application or be in anywise concerned to see to the application of the money therein acknowledged to be received.

XXIV. If the said trustees hereby appointed or any or either of them or any future trustees or trustee to be appointed in the place or stead of any of them as herinafter mentioned shall die desire to be discharged of and from the said trusts or go to reside out of the Province of Otago or cease to be members or a member of the said Presbyterian Church of Otago or be removed or suspended from membership thereof or refuse or become incapable to act in the execution of the said trusts or if the said trustees or any or either of them shall become bankrupt or insolvent or be convicted of any treason
or felony or be outlawed then and in any and every such case and when and so often as the same shall happen such trustee or trustees as aforesaid shall ipso facto cease to be a trustee or trustees under this Act and when and so often as a vacancy or vacancies in the office of trustee shall so occur the continuing trustees or trustee for the time being shall thereupon or as soon thereafter as conveniently may be at a meeting to be called for that purpose nominate and appoint a fit and proper person or fit and proper persons to be a trustee or trustees in the place or places of the trustee or trustees so ceasing to be a trustee or trustees as aforesaid and shall in the presence of such meeting cause a minute of such nomination and appointment to be made and signed by the chairman of such meeting and attested by two credible witnesses and such minute may be given and shall be received as evidence in all Courts and proceedings in the same manner and on the like proof as deeds and shall be evidence of the truth of the several matters and things therein contained and when and so often as any new trustee or trustees shall be nominated and appointed as aforesaid all the said lands or so much thereof as shall be then subject to the trusts of this Act shall by virtue of such appointment and by virtue of an Act of the General Assembly of New Zealand intituled "The Religious Charitable and Educational Trusts Act 1856" vest in the surviving or continuing trustees or trustee and in such new trustee or trustees jointly or in such new trustees only jointly as the case may require and that without any transfer conveyance or other assurance whatsoever and every such new trustee shall and may on being appointed as aforesaid act in all things and assist in the management carrying on and executing the said trusts powers and authorities as fully and effectually as if such new trustee had been originally appointed by this Act and as the trustee in or to whose place he shall be appointed might or could have done by virtue of this Act.

XXV. Each trustee shall be chargeable only with such moneys as he shall actually receive by virtue of this Act notwithstanding his giving or signing any receipts for the sake of conformity and none of them shall be answerable or accountable for the other or others of them or for the acts receipts neglects or defaults of the other or others of them but each and every of them only for his own acts receipts neglects and defaults respectively and none of them shall be answerable for any banker broker factor agent or other person into whose hands any trust moneys shall come or be placed or for the insufficiency or deficiency of any securities stocks or funds in or upon which any trust moneys received by them under this Act shall be invested or for any other loss misfortune or damage which may happen in the execution of any of the aforesaid trusts or in relation thereto unless the same shall happen by or through his or their own wilful default respectively.

XXVI. It shall be lawful for the trustees to carry out the several agreements for the exchange grants sales and conveyances of the lands respectively mentioned and specified in the preamble of this Act.

XXVII. Every lease heretofore made or purporting to have been made of any portion of the said lands shall be deemed to be and have been as valid and effectual as if the powers conferred by this Act had been vested in the trustees at the time of such lease being executed.

XXVIII. All arrears of rent and other moneys now due or recoverable in respect of any of the said lands or in respect of the occupation thereof shall be payable and paid to and recoverable by the said trustees and their successors.

XXIX. The said trustees and their successors shall in all respects have and exercise all the rights remedies and powers as though the said leases respectively had been duly made by the said trustees to the respective lessees therein named.
Presbyterian Church of Otago Lands.

SCHEDULES REFERRED TO IN THE FOREGOING ACT.

SCHEDULE A.

1. All that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand being section numbered 43 of block III, on the record map of the said city being bounded on the north-east by section numbered 62 of the same block 100 links on the north-west by section numbered 44 of the same block 250 links on the south-east by section numbered 42 of the same block 250 links and on the south-west by Lees Street 100 links.

2. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 6 of block V, on the record map of the said city being bounded on the north-east by section numbered 7 of the same block 250 links on the north-west by section numbered 15 of the same block 100 links on the south-east by Manse Place 100 links and on the south-west by section numbered 5 of the same block 250 links.

3. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 5 of block VI, on the record map of the said city being bounded on the north-east by section numbered 6 of the same block 250 links on the north-west by section numbered 10 of the same block 250 links on the south-east by Walker Street 100 links and on the south-west by Hope Street 250 links.

4. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 9 of block VI, on the record map of the said city being bounded on the north-east by section numbered 10 of the same block 250 links on the north-west by section numbered 15 of the same block 100 links on the south-east by Walker Street 100 links and on the south-west by section numbered 5 of the same block 250 links.

5. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 33 of block VI, on the record map of the said city being bounded on the north-east by section numbered 32 of the same block 250 links on the north-west by section numbered 31 of the same block 250 links on the south-east by section numbered 31 of the same block 250 links and on the south-west by Manse Street 172 links.

6. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 60 of block VII, on the record map of the said city being bounded on the north-east by section numbered 61 of the same block 250 links on the north-west by section numbered 71 of the same block 100 links and on the south-east by High Street 100 links and on the south-west by section numbered 50 of the same block 250 links.

7. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 25 of block IX, on the record map of the said city being bounded on the north-east by Rattray Street 250 links on the north-west by section numbered 24 of the same block 100 links on the south-east by Macquarie Street 100 links and on the south-west by section numbered 60 of the same block 250 links.

8. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 35 of block IX, on the record map of the said city being bounded on the north-east by section numbered 20 of the same block 100 links on the south-east by Macquarie Street 100 links and on the south-west by Clark Street 100 links.

9. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 33 of block IX, on the record map of the said city being bounded on the north-east by section numbered 31 of the same block 250 links on the north-west by section numbered 17 of the same block 100 links on the south-east by Macquarie Street 100 links and on the south-west by Clark Street 100 links.

10. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 35 of block IX, on the record map of the said city being bounded on the north-east by section numbered 20 of the same block 100 links on the south-east by Macquarie Street 100 links and on the south-west by Clark Street 100 links.

11. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 35 of block IX, on the record map of the said city being bounded on the north-east by section numbered 20 of the same block 100 links on the south-east by Macquarie Street 100 links and on the south-west by Clark Street 100 links.

12. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 36 of block IX.
on the record map of the said city being bounded on the north by section numbered 46 of the same block 100 links on the south by Rattray Street 100 links on the east by section numbered 37 of the same block 250 links and on the west by section numbered 35 of the same block 250 links.

13. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 37 of block IX. on the record map of the said city being bounded on the north by section numbered 35 of the same block 100 links on the south by Rattray Street 100 links on the east by section numbered 38 of the same block 250 links and on the west by section numbered 36 of the same block 250 links.

14. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 38 of block IX. on the record map of the said city being bounded on the north by section numbered 46 of the same block 100 links on the south by Rattray Street 100 links on the east by section numbered 38 of the same block 250 links and on the west by section numbered 37 of the same block 250 links.

15. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 48 of block XV. on the record map of the said city being bounded on the north by section numbered 47 of the same block 100 links on the south by Stuart Street 100 links on the east by Cumberland Street 250 links and on the west by sections numbered 49 and 50 of the same block 250 links.

16. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 14 of block XV. on the record map of the said city being bounded on the north by section numbered 21 of the same block 180 links on the east by sections numbered 14 15 and 16 of the same block 250 links on the west by Moray Place 250 links and on the south-west by a Public Reserve 255 J links.

17. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 32 of block XVII. on the record map of the said city being bounded on the north by section numbered 17 of the same block 100 links on the south by Moray Place 100 links on the east by section numbered 33 of the same block 100 links on the west by George Street 250 links and on the east by section numbered 31 of the same block 250 links.

18. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 33 of block XVIII. on the record map of the said city being bounded on the north by section numbered 18 of the same block 100 links on the south by George Street 250 links on the east by section numbered 32 of the same block 250 links and on the south-west by section numbered 31 of the same block 250 links.

19. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 43 of block IX. on the record map of the said city being bounded towards the north-east by section numbered 44 of the same block 100 links towards the south-east by Clark Street 250 links towards the south-west by High Street 100 links and towards the north-west by section numbered 42 250 links.

20. Also all that piece or parcel of land in the City of Dunedin in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 35 of block IV. on the record map of the said city being bounded towards the north-west by section numbered 34 of the same block 250 links towards the north-east by Lees Street 100 links towards the south-east by section numbered 36 250 links and towards the south-west by section numbered 31.

21. Also all that piece or parcel of land in the town of Port Chalmers in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 6 on the record map of the said town being bounded on the north by section numbered 4 24 links on the south by Mount Street 94 links on the cast by section numbered 8 270 links on the west by section numbered 6 270 links.

22. Also all that piece or parcel of land in the town of Port Chalmers in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 20 on the record map of the said town being bounded on the north by section numbered 19 226 links on the cast by Grey Street 150 links on the south-east by Currie Street 20 links and on the south-west by sections numbered 21 and 47 290 links.

23. Also all that piece or parcel of land situate in the Dunedin town district in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 10 of block VII. on the record map of the said district being bounded on the north-east by the Beach Road 550 links on the north-west by section numbered 11 of the same block 1900 links on the south-east by section numbered 9 of the same block 1800 links and on the south-west by a road line 550 links.

24. Also all that piece or parcel of land situate in the town district in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 86 of block IV. on the record map of the said district being bounded on the north by section 28 of block IV. Upper Kaikorai District 2180 links on the south by section numbered 57 2180 links on the east by the Town Belt 500 links and on the west by a line of road 510 links.

25. Also all that piece or parcel of land situate in the District of Sawyer's Bay in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 16
on the record map of the said district being bounded on the north-east by a line of road 1650 links on the north-west by a line of road 540 links on the east by the high-water mark 600 links and on the south-west by section numbered 17 1850 links.

Also all that piece or parcel of land situate in the Lower Harbour District west side in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 11 on the record map of the said district being bounded on the north-east by section numbered 12 1600 links on the north-west by unsurveyed land 1250 links on the south by section numbered 10 1780 links and on the south-east by the high-water mark 300 links.

Also all that piece or parcel of land situate in the Lower Harbour District west side in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 15 on the record map of the said district being bounded on the north-east by section numbered 16 1620 links on the north-west by unsurveyed land 600 links on the south-east by the high-water mark 900 links and on the south-west by section numbered 14 1800 links.

Also all that piece or parcel of land in the Lower Harbour District west side in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 10 block I. on the record map of the said district bounded towards the north-west by unsurveyed land 1080 links towards the north-east by section numbered 11 1780 links towards the south-east by the beach road 220 links and towards the south-west by section numbered 9 2360 links.

Also all that piece or parcel of land in the Upper Harbour District east side in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 17 on the record map of the said district bounded towards the north by section numbered 16 1600 links towards the east by section numbered 09 block II. Otago Peninsula District 670 links towards the south by section numbered 18 1500 links and towards the west by the beach road 690 links.

Also all that piece or parcel of land situate in the District of Anderson's Bay in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 7 of block II. on the record map of the said district being bounded on the north-east by section numbered 8 of the same block 2000 links on the north-west by a line of road 500 links on the south-east by section numbered 7 of block I. 600 links and on the south-west by section numbered 6 2000 links.

Also all that piece or parcel of land situate in the North-east Valley District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 4 on the record map of the said district being bounded on the north-east by section numbered 6 2000 links on the north-west by a line of road 500 links on the south-east by unsurveyed land 600 links and on the south-west by section numbered 116 2060 links.

Also all that piece or parcel of land situate in the North-east Valley District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 116 on the record map of the said district being bounded on the north-east by section numbered 4 2000 links on the north-west by a line of road 1000 links on the south-east by unsurveyed land 80 links and on the south by a road line 2200 links.

Also all that piece or parcel of land situate in the Portobello District in the Province of Otago in the Colony of New Zealand aforesaid being section number 10 of block IV. Otago Peninsula District 550 links and south-east 680 links by section numbered II of the same block on the north-west by the beach high-water mark 700 links and on the south-west by section numbered 9 of the same block 1500 links.

Also all that piece or parcel of land situate in the North-east Valley District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 117 on the record map of the said district being bounded on the north-east by section numbered 1 2000 links on the north-west by unsurveyed land 500 links on the south-east by a line of road 60 links and on the south by a line of road 2200 links.

Also all that piece or parcel of land situate in the Dunedin Town District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 17 of block VII. on the record map of the said district being bounded on the north-east by section numbered 16 of the same block 1940 links on the north-west and south-east by lines of road 650 links respectively and on the south-west by section numbered 18 of the same block 1940 links.

Also all that piece or parcel of land situate in the Dunedin Town District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 17 of block VII. on the record map of the said district being bounded on the north-west by section numbered 15 of the same block 1940 links on the north-west and south-east by lines of road 550 links respectively and on the south-west by section numbered 17 of the same block 1940 links.

Also all that piece or parcel of land situate in the Dunedin Town District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 15 of block VII. on the record map of the said district being bounded on the north-east by section numbered 14 of the same block 1940 links on the north-west and south-east by lines of road 550 links respectively on the south-west by section numbered 16 of the same block 1940 links.
Presbyterian Church of Otago Lands.

33. Also all that piece or parcel of land situate in the Dunedin Town District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 14 of block VII. on the record map of the said district being bounded on the north-east by section numbered 13 of the same block 1840 links on the north-west and south-east by lines of road 550 links respectively and on the south-west by section numbered 15 of the same block 1940 links.

34. Also all that piece or parcel of land situate in the Dunedin Town District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 13 of block VII. on the record map of the said district being bounded on the north-east by section numbered 12 of the same block 1940 links on the north-west and south-east by lines of road 550 links respectively and on the south-west by section numbered 14 of the same block 1940 links.

35. Also all that piece or parcel of land situate in the Upper Karori District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 23 of block IV. on the record map of the said district being bounded on the north-east by section numbered 1 of block I. 2020 links on the north-west by a line of road 610 links on the south-east by the Portobello Belt 740 links and on the south-west by section numbered 24 of block IV. aforesaid 1800 links.

36. Also all that piece or parcel of land situate in the Dunedin Town District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 5 of block VI. on the record map of the said district being bounded on the north-east by section numbered 4 of the same block 2100 links on the north-west by sections 99 and 65 500 links on the south-east by a line of road 500 links and on the south-west by section numbered 6 of block VI. aforesaid 2100 links.

37. Also all that piece or parcel of land situate in the Dunedin Town District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 6 of block VI. on the record map of the said district being bounded on the north-east by section numbered 5 of the same block 2100 links on the north-west by section numbered 65 500 links on the south-east by a line of road 500 links and on the south-west by section numbered 7 of block VI. aforesaid 2100 links.

38. Also all that piece or parcel of land situate in the Portobello District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 9 of block IV. on the record map of the said district being bounded on the north-east by section numbered 10 of the same block 1500 links on the north-west by the Harbour Road 720 links on the south-east by section numbered 11 of the same block 700 links and on the south-west by section numbered 8 of the same block 1610 links.

39. Also all that piece or parcel of land situate in the Lower Harbour District west side in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 9 of block I. on the record map of the said district being bounded on the north by section numbered 10 of the same block 2800 links on the south by section numbered 8 of the same block 2050 links on the east by the Harbour Road 650 links and on the west by unsurveyed land 550 links.

40. Also all that piece or parcel of land situate in the East Taiieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 22 irregular block on the record map of the said district being bounded on the north-east by section numbered 28 3500 links on the north-west by a line of road 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 21 3500 links.

41. Also all that piece or parcel of land situate in the East Taiieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 23 irregular block on the record map of the said district being bounded on the north-east by section numbered 24 3500 links on the north-west by a line of road 1500 links and on the south-east by a line of road 1500 links and on the south-west by section numbered 22 3500 links.

42. Also all that piece or parcel of land situate in the East Taiieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 24 on the record map of the said district being bounded on the north-east 3500 links and north-west 1500 links by lines of road on the south-east by a line of road 1500 links and on the south-west by section numbered 23 3500 links.

43. Also all that piece or parcel of land situate in the West Taiieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 27 irregular block on the record map of the said district being bounded on the north-east by section numbered 26 3500 links on the south-east by a line of road 1500 links on the north-west by unsurveyed land 1500 links and on the south-west by sections numbered 28 3500 links.

44. Also all that piece or parcel of land situate in the West Taiieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 2 of block IV. on the record map of the said district being bounded on the north-east by section numbered 1 of the same block 3500 links on the north-west by section numbered 8 of the same block 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 3 of the same block 3500 links.

45. Also all that piece or parcel of land situate in the West Taiieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 23 of block IV. on the record map of the said district being bounded on the north-east by section numbered 2 of the same block 3500 links on the north-west by section numbered 8 of the same block 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 3 of the same block 3500 links.

46. Also all that piece or parcel of land situate in the West Taiieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 24 of block IV. on the record map of the said district being bounded on the north-east by section numbered 23 of the same block 3500 links on the north-west by section numbered 8 of the same block 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 3 of the same block 3500 links.
Province of Otago in the Colony of New Zealand aforesaid being section numbered 1 of block IV, on the record map of the said district being bounded on the north-east 3500 links and south-east 1500 links by lines of road on the north-west by section numbered 7 of the same block 1500 links on the south-west by section numbered 3 of the same block 3500 links.

51. Also all that piece or parcel of land situate in the West Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 3 of block IV, in the record map of the said district being bounded on the north-east by section numbered 2 of the same block 3500 links on the north-west by section numbered 9 of the same block 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 4 of the same block 3500 links.

52. Also all that piece or parcel of land situate in the West Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 4 of block IV, on the record map of the said district being bounded on the north-east by section numbered 3 of the same block 3500 links on the north-west by section numbered 10 of the same block 1500 links on the south-east by a line of road 1600 links and on the south-west by section numbered 5 of the same block 3500 links.

53. Also all that piece or parcel of land situate in the West Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 5 of block III, on the record map of the said district being bounded on the north-east by section numbered 4 of the same block 3500 links on the north-west by section numbered 11 of the same block 1500 links on the south-east by section numbered 6 of the same block 3500 links.

54. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 6 of block III, on the record map of the said district being bounded on the north-east by section numbered 5 of the same block 3500 links on the north-west by section numbered 12 of the same block 1500 links and on the south-west by section numbered 6 of the same block 3500 links.

55. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 7 of block III, on the record map of the said district being bounded on the north-east by section numbered 6 of the same block 3500 links on the north-west by a line of road 1500 links on the south-east by section numbered 7 of the same block 1500 links and on the south-west by section numbered 10 of the same block 3500 links.

56. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 8 of block III, on the record map of the said district being bounded on the north-east by section numbered 7 of the same block 3500 links on the north-west by section numbered 9 of the same block 1500 links on the south-east by section numbered 8 of the same block 3500 links.

57. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 11 of block III, on the record map of the said district being bounded on the north-east by section numbered 8 of the same block 3500 links on the north-west by a line of road 1500 links on the south-east by section numbered 11 of the same block 1500 links and on the south-west by section numbered 10 of the same block 3500 links.

58. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 12 of block III, on the record map of the said district being bounded on the north-east by section numbered 9 of the same block 3500 links on the north-west by a line of road 1500 links on the south-east by section numbered 12 of the same block 1500 links and on the south-west by section numbered 11 of the same block 3500 links.

59. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 1 of block IV, on the record map of the said district being bounded on the north-east 3500 links and south-east 1500 links by lines of road on the north-west by section numbered 7 of the same block 1500 links and on the south-west by section numbered 2 of the same block 3500 links.

60. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 2 of block IV, on the record map of the said district being bounded on the north-east by section numbered 1 of the same block 3500 links on the north-west by section numbered 8 of the same block 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 3 of the same block 3500 links.

61. Also all that piece or parcel of land situate in the East Taieri District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 7 of block IV, on the record map of the said district being bounded on north-east 3500 links on the north-west 1500 links by lines of road on the south-east by section numbered 1 of the same block 1500 links and on the south-west by section numbered 8 of the same block 3500 links.

62. Also that piece or parcel of land situate in the East Taieri District in the Province
Presbyterian Church of Otago Lands.

of Otago in the Colony of New Zealand aforesaid being section numbered 8 of block VII. on the record map of the said district being bounded on the north-east by section numbered 7 of the same block 3500 links on the north-west by a line of road 1500 links on the south-east by section numbered 2 of the same block 1500 links and on the south-west by section numbered 5 of the same block 3500 links.

63. Also all that piece or parcel of land situate in the East Tairoir District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 4 of block VI. on the record map of the said district being bounded on the north-east by section numbered 3 of the same block 3500 links on the north-west by section numbered 10 of the same block 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 5 of the same block 3500 links.

64. Also all that piece or parcel of land situate in the East Tairoir District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 5 of block VI. on the record map of the said district being bounded on the north-east by section numbered 4 of the same block 3500 links on the north-west by section numbered 11 of the same block 1500 links on the south-east by a line of road 1500 links and on the south-west by section numbered 6 of the same block 3500 links.

65. Also all that piece or parcel of land situate in the East Tairoir District in the Province of Otago in the Colony of New Zealand aforesaid being section numbered 6 of block VI. on the record map of the said district being bounded on the north-east by section numbered 5 3200 links on the north-west by section numbered 12 1500 links on the south-east by a line of road 1500 links and the south-west by a line of road 3500 links.

SCHEDULE B.

66. All that piece or parcel of land in the Province of Otago containing by admeasurement one acre (more or less) situate in the Town of Pahurai and being sections numbered respectively 1.2 19 and 20 block XXIII. on the record map of the said town bounded towards the north by Aukery Street 200 links towards the east by sections numbered respectively 3 and 18 500 links towards the south by Stronns Street 200 links and towards the west by Crown Lands 500 links.

67. All that piece or parcel of land in the Province of Otago containing by admeasurement 2 roods and 34 perches (more or less) situate in the Town of Lawrence and being sections numbered respectively 7 and 8 block II. on the record map of the said town bounded towards the north by sections numbered respectively 10 and 11 290 links towards the east by sections numbered respectively 14 15 and 16 300 links towards the south by Colenso Street 208 links and towards the west by sections numbered respectively 4 5 and 6 305 links.

68. All that piece or parcel of land in the Province of Otago containing by admeasurement 1 rood and 38 poles (more or less) situate in the Town of Oamaru and being sections numbered respectively 13 and 14 block V. on the record map of the said town bounded towards the north-east by sections numbered respectively 6 and 7 221 links towards the south-east by sections numbered respectively 10 11 and 12 255 links towards the south-south-west by Wear Street 170 links and towards the west-north-west by Hall Street 200 links.

69. All that piece or parcel of land in the Province of Otago containing by admeasurement 2 roods (more or less) situate in the Town of Waihola and being sections numbered respectively 8 and 9 block VIII. on the record map of the said town bounded towards the north-east by Onew Street 200 links towards the west-south-east by Greenh,one Street 250 links towards the south-west by section numbered 10 200 links and towards the north-west by section numbered 7 250 links.

70. All that piece or parcel of land in the Province of Otago containing by admeasurement 51 acres and 87 poles (more or less) situate in the Clarendon District and being section numbered 18 block VI. on the record map of the said district the boundary line of which said piece or parcel of land commencing at the south-westernmost corner of the said section runs thence in a north-north-easterly direction along the line of a Government road 1389 links thence in a north-westerly direction along the line of the same road 1662 links thence in a northerly direction along the division line between the said section numbered 18 and sections numbered respectively 6 7 8 and 9 block XXV. Waihola District to the north-easternmost point of the said section numbered 18 3005 links thence in a south-south-westerly direction along a Government road 2630 links thence in an easterly direction along a continuation of the same road to the division line between the said section numbered 18 and section numbered 19 of the same block 512 links and thence in a southerly direction along the last mentioned division line to the point of commencement 3055 links.
72. All that piece or parcel of land in the Province of Otago containing by admeasurement 2 roods (more or less) situate in the Town of Greytown being sections numbered respectively 29 and 30 block IV. on the record map of the said town and bounded towards the north-west by Precelly Street 200 links towards the north-east by section numbered 31 250 links towards the south-east by sections numbered respectively 35 and 36 200 links and towards the south by section numbered 2 250 links.

73. All that piece or parcel of land in the Province of Otago containing by admeasurement 2 roods (more or less) situate in the Town of Tokomairiro being sections numbered respectively 1 and 2 block IV. on the record map of the said town and towards the north-west by Ower Street 250 links towards the north-east by sections numbered 13 200 links towards the south-east by section numbered 3 250 links and towards the south-west by Leman Street 200 links.

74. All that piece or parcel of land in the Province of Otago containing by admeasurement 1 rood (more or less) situate in the Town of Kaitangata being section numbered 5 block V. on the record map of the said town bounded towards the north by Exmouth Street 100 links towards the east by section numbered 6 250 links towards the south by section numbered 22 100 links and towards the west by sections numbered respectively 3 and 4 250 links.

75. All that piece or parcel of land in the Province of Otago containing by admeasurement 1 rood (more or less) situate in the Town of Kaitangata being section numbered 4 block VI. on the record map of the said town bounded towards the north by Weymouth Street 200 links towards the east by section numbered 5 125 links towards the south by section numbered 9 200 links and towards the west by Eddystone Street 125 links.

76. All that piece or parcel of land in the Province of Otago containing by admeasurement 3 roods (more or less) situate in the Town of Herbert being sections numbered respectively 3 4 and 5 block II. on the record map of the said town bounded towards the north-east by Fair Street 300 links towards the south-east by Cromarty Street 250 links towards the south-south-west by sections numbered respectively 2 and 9 300 links and towards the west-north-west by section numbered 6 250 links.

77. All that piece or parcel of land in the Province of Otago containing by admeasurement 1 rood (more or less) situate in the Town of Balclutha being sections numbered 12 and 13 block VII. on the record map of the said town bounded towards the north-north-east by sections numbered 10 250 links towards the east-south-east by sections numbered 6 and 7 200 links towards the south-south-west by section numbered 13 250 links and towards the west-north-west by Larnark Street 200 links.

78. All that piece or parcel of land in the Province of Otago containing by admeasurement 2 roods (more or less) situate in the Town of Molyneux being sections numbered respectively 9 10 11 and 12 block XXVI. on the record map of the said town bounded towards the north by section numbered 8 250 links towards the east by sections numbered respectively 13 15 16 400 links towards the south by Martin Street 250 links and towards the west by Hartland Street 400 links.

79. All that piece or parcel of land in the Province of Otago containing by admeasurement 60 acres 2 roods and 35 poles (more or less) situate in the Tokomairiro District being section numbered 147 block XVIII. on the record map of the said district bounded towards the north-east by a village reserve 3000 links towards the west by the same reserve 1140 links and by a road line 520 links towards the south by a road line 450 links and by section numbered 148 3550 links and towards the south-west by the Tokomairiro River 2250 links.

80. All that piece or parcel of land in the Province of Otago containing by admeasurement 30 acres 1 rood and 37 poles (more or less) situate in the Otago Peninsula District being section number 69 block II. on the record map of the said district bounded towards the north-east by a road line 2919 links and by section numbered 85 515 links towards the south-south-east by a road line 515 links towards the south-west by a road line 550 links towards the south by a road line 1595 links and towards the west by section numbered 71 2774 links.

81. All that piece or parcel of land in the Province of Otago containing by admeasurement 19 acres 2 roods and 10 poles (more or less) situate in the Otago Peninsula District being section numbered 1 of 3 block III. on the record map of the said district bounded towards the west-north-west in an irregular line by a Government road 3215 links towards the north-east by another part of the same road 300 links towards the north-east by another Government road 2320 links and towards the south-south-west by section numbered 2 of 3 2750 links.

82. All that piece or parcel of land in the Province of Otago containing by admeasurement 12 acres 2 roods and 26 poles (more or less) situate in the Claremond District being section numbered 45. block II. on the record map of the said district bounded towards the north-west by a road line 1730 links towards the east by a road line 800 links towards the west-south-west by section numbered 1 of 27 795 links and towards the south-south-west by section numbered 28 1440 links.

83. All that piece or parcel of land in the Province of Otago containing by admeasurement 31 acres and 15 poles (more or less) situate in the Wairepa District, being section numbered 41 block 1. on the record map of the said district bounded...
Presbyterian Church of Otago Lands.

towards the west and north by the Puerua River 3846 links towards the east-south-east by a road line 2117 links and towards the south-south-west by section numbered 17 2321 links.

84. All that piece or parcel of land in the Province of Otago containing by admeasurement 11 acres and 2 roods (more or less) situate in the Clutha District being part of section numbered 12 block CI. bounded towards the north-west by a road line 1437 links towards the north-east by a road line 800 links towards the south-east by part of the same section 1437 links and towards the south-west by allotment 84 Warepa District 800 links.

85. All that piece or parcel of land in the Province of Otago containing by admeasurement 40 acres (more or less) situate in the Clarendon District being sections numbered respectively 2 of 37 2 of 36 block II. on the record map of the said district bounded towards the north-west by sections numbered respectively 1 of 36 and 45 3260 links towards the north-east by sections numbered respectively 1 of 37 and 38 1400 links towards the south-east by sections numbered respectively 28 and 33 3500 links and towards the south-west by sections numbered 1 of 27 1060 links.

86. All that piece or parcel of land in the Province of Otago containing by admeasurement 50 acres (more or less) situate in the Glenkenrick District being land under application numbered 8696 bounded towards the north-north-east by Crown lands 3311 links towards the east-south-east by Crown lands 1510 links towards the south-west by Crown Lands 3311 links and towards the west-north-west by Crown Lands 1510 links.

87. All that piece or parcel of land in the Province of Otago containing by admeasurement 47 acres and 3 roods (more or less) situate in the West Taieri District being part of section number 16 irregular block bounded towards the north by a road line 1550 links towards the east-north-east by section numbered 16 2830 links towards the south-south-east by a road line 1500 links and towards the west-south-west by a road line 3500 links.

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