

RANGAHAUA WHANUI DISTRICT 11A

WAIRARAPA

PAUL GOLDSMITH

JULY 1996

WORKING PAPER : FIRST RELEASE

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## FOREWORD

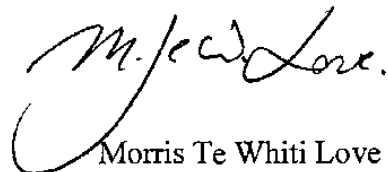
The research report that follows is one of a series of historical surveys commissioned by the Waitangi Tribunal as part of its Rangahaua Whanui programme. In its present form, it has the status of a working paper: first release. It is published now so that claimants and other interested parties can be aware of its contents and, should they so wish, comment on them and add further information and insights. The publication of the report is also an invitation to claimants and historians to enter into dialogue with the author. The Tribunal knows from experience that such a dialogue will enhance the value of the report when it is published in its final form. The views contained in the report are those of the author and are not those of the Waitangi Tribunal, which will receive the final version as evidence in its hearings of claims.

Other district reports have been, or will be, published in this series, which, when complete, will provide a national theme of loss of land and other resources by Maori since 1840. Each survey has been written in the light of the objectives of the Rangahaua Whanui project, as set out in a practice note by Chief Judge E T J Durie in September 1993. The text of that practice note is included as an appendix (app 1) to this report.

I must emphasise that Rangahaua Whanui district surveys are intended to be one contribution only to the local and national issues, which are invariably complex and capable of being interpreted from more than one point of view. They have been written largely from published and printed sources and from archival materials, which were predominantly written in English by Pakeha. They make no claim to reflect Maori interpretations: that is the prerogative of kaumatua and claimant historians. This survey is to be seen as a first attempt to provide a context within which particular claims may be located and developed.

The Tribunal would welcome responses to this report, and comments should be addressed to:

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## THE AUTHOR

My name is Paul Goldsmith. I completed a BA and an MA in history at the University of Auckland in 1992 and 1995 respectively. As part of my MA degree, I wrote a thesis entitled 'Aspects of the Life of William Colenso'. This explored the missionary career of William Colenso and the observations he made of Maori throughout his life in New Zealand. The topic allowed me to focus, in some depth, on Maori–Pakeha relations from the 1830s through to the 1880s and on the region of Wairarapa and Hawke's Bay, where Colenso resided. I have presented papers at two academic conferences on aspects of the thesis and have had an article, 'Medicine, Death and the Gospel in Wairarapa and Hawke's Bay, 1845 to 1853', accepted for publication this year in the *New Zealand Journal of History*.

I have been working as a contract research officer at the Waitangi Tribunal since March 1995. While employed there, I have done a little work on the trials of the murderers of Volkner and Fulloon, have offered the Taranaki Tribunal assistance in report writing and have worked on this Rangahaua Whanui district report.

February 1996

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## LIST OF ABBREVIATIONS

AJHR	<i>Appendices to the Journals of the House of Representatives</i>
ATL	Alexander Turnbull Library
GBPP	<i>Great Britain Parliamentary Papers</i>
ch	chapter
doc	document
fn	footnote
MB	minute book
NA	National Archives
NZJH	<i>New Zealand Journal of History</i>
NZPD	<i>New Zealand Parliamentary Debates</i>
p	page
ROD	record of documents
s	section (of an Act)
sec	section (of this report, or of an article, book, etc)
sess	session

## INTRODUCTION

The history of land alienation in Wairarapa is not punctuated by any spectacular focal point for grievance like those areas in which large tracts of land were confiscated. All of the land was paid for in some way. Yet, the end result for Maori by the end of the nineteenth century was landlessness and social and economic marginalisation on a scale comparable to, if not more severe than, some of those areas affected by confiscation. Aside from an area in the north of the region, the Seventy Mile Bush, most of the land was alienated through Crown purchases during the 1850s. The bulk of the Seventy Mile Bush was purchased in the early 1870s. By the 1880s, Maori of the area were left with an ever-diminishing rump.

For the purposes of this study, 'Wairarapa' refers to the area of land on the east coast of the North Island of New Zealand south of the Hawke's Bay province and lying east of the Rimutaka and Tararua Ranges. Its southern limit is Te Matakitaki a Kupe (Cape Palliser). Its northern limit is a line leading inland from the coast at the mouth of the Waimata River, just south of Te Poroporo (Cape Turnagain), extending to the Manawatu River at its southern reach before entering the gorge. This is an area of about two million acres.<sup>1</sup> It is unlikely that the described region formed a distinct unit in Maori times. The mountains in the east and coast in the south are clear-cut, but the exact northern line was merely the result of colonial administration boundary drawing. There was also considerable movement through the Manawatu gorge, which lay at the extreme north-west corner of the district.

Only an estimate can be made of the Maori population in the area at the time of the first purchases.<sup>2</sup> Figures were given by various contemporary Europeans, but the area included was never constant, while Maori were fairly migratory and they were not always willing to have their numbers ascertained by colonial officials.<sup>3</sup> F D Bell attempted an estimate of the population of the valley (excluding the East Coast and north) in 1847. Captain Smith, a squatter, told him that it did not exceed 300, 'the

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1. The total area of Wairarapa has been reported at various sizes. A digitised computer estimate of the area gives 2,072,400 acres. The main area of uncertainty in that figure is where the line is drawn along the Rimutaka and Tararua Ranges. That uncertainty introduces a possible error rate of plus or minus 5 percent. Joy Hippolite ('Wairoa ki Wairarapa: An Overview Commissioned by the Waitangi Tribunal', report commissioned by the Waitangi Tribunal, 1991, p 2), and the Crown Congress Joint Working Party ('Historical Report on the Ngati Kahungunu Rohe', 1993, p 149), have taken McLean's 1852 estimate of approximately three million acres (AJHR, 1862, C-1/11). Yet, there McLean was referring to the area 'south of Hawke's Bay', an area which he estimated had a population of 3000. That population figure is far more than the amount regarded at the time as accurate for Wairarapa—about 780. W Searancke ('Report on the Wairarapa Lands', AJHR, 1860, C-3, p 4) considered the Wairarapa to contain 1,200,000 acres. He, however, curiously only extended as far north as the Castlepoint block, therefore his estimate is too low.
  2. See Paul Husbands, 'Maori Population in the Hawke's Bay and Wairarapa, 1820-1991', report commissioned by the Waitangi Tribunal, 1992
  3. H T Kemp noted in 1850 when he attempted to take a census of the area that in the remote and areas not purchased (ie, Wairarapa) a strong disinclination to his taking numbers prevailed: Kemp's 'Return', GBPP, vol 7, sess 1420, p 240.

## Introduction

chiefs' claimed that there were 800 men alone, while Bell's estimate was 400 for men, women, and children.<sup>4</sup> Later estimates range from 780 in January 1849 by H T Kemp,<sup>5</sup> about 728 by William Colenso in 1850,<sup>6</sup> and approximately 740 in the census of 1858.<sup>7</sup> Given that these estimates did not cover the entire area of our region, and accounting for Maori non-cooperation with census, we could say that about 1850 the population of the district would lie between 750 and 900.

This draft report will begin with a survey of the traditional history of Wairarapa, drawn from a wider traditional history of Wairarapa ki Wairoa, by Helen Walter. The Rangahaua Whanui report for each area has only been intended to provide a brief summary of the relevant traditional Maori history, being based on secondary sources. The rationale for this is that Maori from the area themselves are better qualified to provide this aspect of history. The following four chapters will deal chronologically with the process of land alienation in Wairarapa during the nineteenth century.

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4. F D Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 56
  5. H T Kemp's 'Return of Population with the Block of Land Proposed to be Sold in the Wairarapa', GBPP, vol 6, sess 1136, p 87. This area included the valley and the coast, but only as far north as Whareama. Kemp made another estimate of 563 in April 1850: Kemp's 'Return', GBPP, vol 7, sess 1420, pp 231ff. This estimate, however, included none of the coastal villages.
  6. P Goldsmith, 'Aspects of the Life of William Colenso', MA thesis, University of Auckland, 1995, p 50. Colenso's figure refers simply to 'the Wairarapa'. (Colenso also compiled a census of his parish for Bishop Selwyn during 1846: see Colenso, *Journal*, 18 April 1846, 18 November 1846, but this researcher has not found his results.)
  7. Husbands, table 2.2 (citing N G Pearce, 'The Size and Location of the Maori Population, 1857-96: A Statistical Study', MA thesis, Victoria University of Wellington, 1952)



## CHAPTER 1

# A SURVEY OF TRADITIONAL HISTORY IN WAIRARAPA

The Rangahaua Whanui report for each area has only been intended to provide a brief summary of the relevant traditional Maori history, being based on secondary sources. The rationale for this being that Maori from the area themselves are better qualified to provide this aspect of the history.

The tribal make-up of the Maori people inhabiting Wairarapa by the 1840s is more complex than the simple label 'Ngati Kahungunu' would imply. While the descendants of Kahungunu had extended over much of the area by the mid eighteenth century, they had not simply defeated and extirpated the previous peoples, such as Rangitane, Ngai Tahu, Ngati Ira, and others. The migrations resulted as much in alliances and intermarriage. Rangitane retained an important presence in parts of Wairarapa, particularly the north, at the time of the purchases.<sup>1</sup> The Hamua hapu, of North Wairarapa, was considered Rangitane, although many members could also trace their ancestry to Kahungunu. It predominated in the largest village in the valley, Kaikokirikiri, which was led by the famous Rangitane chief Retimona Te Korou.<sup>2</sup> When Kemp gathered information for a census in January 1849, he was aware of the distinct identity of Rangitane.<sup>3</sup> The small village Te Hawera at the extreme head of the valley was described by Kemp as retaining a 'remnant of the old Rangitane'.

Ballara, whose focus was on Ngati Kahungunu, listed the major hapu of the Wairarapa area as Ngati Kahuhuraawhitia, Ngati Moe, Rakaiwhakairi, as well as Hamua, Ngai Tamahau and Ngati Rangiwhakaaewa in the north.<sup>4</sup> Ballara's research has led her to argue that Ngati Kahungunu were politically fragmented in the early nineteenth century.<sup>5</sup> Major chiefs ruled over autonomous communities, there was no such thing as a unified Ngati Kahungunu, much less Wairarapa Maori, leadership. Under the stresses of invasion from outside the area some regional feeling was developing in the 1830s, but Ballara has argued that with inter-tribal peace from 1839, Maori in the area returned to their old independent ways. Kemp's return seems also to indicate that hapu identity was the primary consideration in areas, for,

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1. See H A Ballara, 'The Origins of the Ngati Kahungunu', 1991, and Crisp, 'The Maori Occupation of Wairarapa', *Journal of the Polynesian Society*, vol 102, no 1, March 1993
  2. Ballara, pp 217ff
  3. Kemp, 'Return', GBPP, vol 7, sess 1420, p 238. When referring to an individual at Kaikokirikiri, Kemp described him as a 'Rangitane'.
  4. Ballara, p 167
  5. Ibid, p 280

## *Wairarapa*

according to it, the Maori at Turanganui spoke of themselves as Ngai Tahu.<sup>6</sup> In the deeds of sale, however, Maori of the area were usually referred to simply as 'Ngati Kahungunu', even in deeds signed by prominent 'Rangitane' chiefs. This may reflect colonial simplifications and the fact that all Maori had complex ancestry and could associate with more than one iwi, as well as many hapu.

In the face of invasions from Te Ati Awa, Ngati Tama and Ngati Mutunga from the west, 'Wairarapa'<sup>7</sup> Maori retreated first from the areas around Wellington, then after 1824 from Wairarapa itself. By 1833, the predominantly 'Ngati Kahungunu' had virtually completed their exile to Nukutaurua on the Mahia Peninsula. There they joined their northern neighbours of Hawke's Bay. Many Rangitane sought refuge in inland areas around the Manawatu gorge. The fighting ended in the late 1830s, and during 1841 and 1842 Wairarapa Maori began to return to the area after peace had 'broken out'. In March 1842, Pehi Tu-te-pakihi-rangi led some 400 people to Palliser Bay.<sup>8</sup> From there they gradually moved up the valley. Only three years later the first Pakeha leaseholders drove their flocks into the same valley. Maori of the area needed to respond to the arrival of Europeans in the immediate aftermath of war, and when there was no guarantee that the old enemies would not return. Research needs to be done to determine whether any of the invaders of the 1830s remained in the district. It can only be said here that some interest was retained, and this was demonstrated by the later sale of that interest to McLean and the Crown.<sup>9</sup>

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6. Kemp, 'Return', GBPP, vol 7, sess 1420, p 239

7. Quotation marks to show caution in use of term Wairarapa Maori at this time, because it assumes cohesion that did not necessarily exist.

8. P Husbands, 'Maori Population in the Hawke's Bay and Wairarapa. 1820-1991', report commissioned by the Waitangi Tribunal, 1992, p 11

9. Turton, *Maori Deeds*, deed 87, 29 August 1853, extinguished the claims of Wairarapa and East Coast Maori to Wellington for £100. Deed 121, 7 January 1854, extinguished the claims of Ngati Awa, Ngati Tama, and Ngati Toa to the lands of Wairarapa and lands adjacent thereto for £700.

## CHAPTER 2

# LAND ISSUES PRIOR TO THE PURCHASES OF 1853

### 2.1 EARLY EUROPEAN INTEREST

A common stereotype of European explorers and colonists is that they viewed the land only in terms of its potential usefulness and economic worth, and indeed such views were aired in regard to Wairarapa by early European explorers. Sailing past with Cook in 1773, George Forster noted of Palliser Bay:

If there is sufficient depth of water for ships in this bay and of that we had no room to doubt, it appears to be a most convenient spot for an European settlement. There is a great stretch of land fit for cultivation, and easily defensible; there is likewise plenty of wood, and almost certain indications of a considerable river; and lastly the country does not seem to be very populous, so that there would be little danger of quarrels with the natives . . .<sup>1</sup>

In 1827, Dumont D'Urville pointed out that the coastal strip north of Cape Palliser 'runs along the sea fairly regularly and seems quite suitable for human habitation'.

The earliest Europeans living in Wairarapa were whalers, flax gatherers, and merchants. John Wade and his employees, often regarded as among the first, lived in Palliser Bay as whalers in the early 1840s.<sup>2</sup> There were no old land claims dealing specifically with the Wairarapa area. Rhodes' infamous 'purchase' of Hawke's Bay from Cape Turnagain to Wairoa in 1839 borders but falls outside our area.<sup>3</sup> It is possible that some of the claims designated as 'Wellington' or 'Cook's Strait' may have extended over the Rimutaka Ranges but there is no obvious evidence of this. To eliminate the possibility would require further research. In 1840, the Te Ati Awa chief Te Puni is supposed to have called William Deans, a Scotsman, 'tangata widerup', or proprietor-designate of the Wairarapa district, after Deans had travelled overland to Palliser Bay with Te Ati Awa Maori.<sup>4</sup> There is no evidence, however, of any kind of transaction or of any further claims made by Deans, who set up at modern Eastbourne.

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1. Bagnall, *Wairarapa: An Historical Excursion*, Masterton, 1976, p 18

2. *Ibid*, p 46

3. See O'Malley, 'The Ahuriri Purchase: An Overview Report Commissioned by the Crown Forestry Rental Trust', 1995, pp 19ff for details of Rhodes's dealings.

4. Bagnall, pp 24ff

## 2.2 THE DEVELOPMENT OF LEASING

As early as 1843, some Wairarapa Maori were encouraging Europeans to come and settle on their lands. In September of that year Joseph Greenwood made a journey through the valley as far as Castle Point. At Mataikona, he wrote in his diary: 'the Natives . . . wish me to come and settle amongst them; they say if I go to the Whareama, they will go thither, they are very anxious to have Englishmen among them'.<sup>5</sup> Similarly, in his diary of an expedition to the area, Frederick Weld wrote that Te Korou of Kaikokirikiri claimed the Whareama basin and was eager to have white men on his land.<sup>6</sup>

Bagnall has outlined the arrival of leaseholders in *Wairarapa: An Historical Excursion*. By 1844, certain settlers had become tired of waiting for the Government or New Zealand Company to arrange the purchase of the land. So they took the matter into their own hands. The first arrived in the area, so well suited to pastoralism, during 1844. English Catholic partners Charles Clifford, William Vavasour, Henry Petre, and Frederick Weld arranged a lease at Wharekaka for £12 per annum in March and started to take their flock of sheep into the area in May. Charles Bidwill settled nearby at the same time. Barely a year after the first occupation, by April 1845, 12 stations had been set up in the valley: amongst the early arrivals were A Allom, the Russell brothers, and J Kelly, south of the lake, A McMasters, east of the lake, Captain Smith, Hugh Morrison, and H S Tiffen, successively up the Ruamahunga River, and Richard Barton, 'around Palliser head'.<sup>7</sup> The local Church Missionary Society (CMS) missionary, William Colenso, was critical of the early deals struck by unnamed squatters. He wrote of settlers acquiring a 'good level piece of land, 4 by 10 miles (about 25,000), for lease for 30 to 60 years at the paltry sum of £10, among 10 to 40 persons'.<sup>8</sup>

In spite of Colenso's example, there were clear financial benefits for Maori through these leases. By 1847, it was estimated that Maori were receiving £300 per annum, and in August 1848 rents were officially estimated to be £609 for 100,011 acres.<sup>9</sup> Those who received the rents (and more research needs to be done to ascertain how widely the proceeds were distributed), had cash to spend on the growing array of consumer goods. Ann Parsonson's depiction of Maori society being marked by an ever-constant pursuit of mana and rivalry appears to have some explanatory power in this context.<sup>10</sup> For the ability to buy a new horse or European clothes, to build a large house or to make a generous donation to the church enhanced a chief's mana. Almost as important a consideration as the rent was the

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5. Bagnall, p 33

6. Ibid, p 39

7. Ibid, p 60, and 'Plan of the Wairarapa Valley circa 1845', ATL, F69612½

8. Colenso to CMS secretaries, 18 June 1846, Colenso papers, ATL

9. F D Bell to Colonel W Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 54; 'Statistics of New Munster, New Zealand, from 1841 to 1848', GBPP, vol 6, sess 1280, p 173

10. See A R Parsonson, 'The Expansion of a Competitive Society: A Study in Nineteenth Century Maori History', NZJH, vol xiv, no 1, 1980, pp 45-60

opportunity for trade the squatters brought. A little later in the decade, in 1849, Kemp estimated the trade to be almost as valuable as the rents.<sup>11</sup>

It has been pointed out that the system of leases that developed was, in practice, a recognizable process for Maori. O'Malley has tentatively drawn parallels between the practice of leases in Wairarapa, where Maori saw themselves as the dominant party and were happy to change the conditions as it suited them, and the concept now termed *tukuwhenua*.<sup>12</sup> Disputes arose when settlers obtained signed leasing arrangements for 21 years and were subsequently infuriated to find Maori raising the price, or demanding more for timber costs, or extending their own cultivations into the leased area. O'Malley pointed out that this style of transaction, which was characterised by an ongoing, flexible relationship, with the *tangata whenua* still exercising full control over the land was consistent with *tukuwhenua* ideas.

As it developed then, leasing proved to be a profitable practice for Wairarapa Maori, and at the same time they retained control over the land. Less easy to quantify, but arguably another important motivation, was the security Europeans brought Wairarapa Maori. Wairarapa Maori could not be certain about the strength of the inter-tribal peace. It is likely that they saw and used squatters as a security cushion to ward against any future invasion by old enemies such as Te Ati Awa. Once squatters had a stake in the area, they and perhaps their government would have an interest in defending the status quo. There is some evidence of these concerns: in 1845 Colenso noticed that Maori of Akitio and Mataikona, on the coast between Castle Point and Cape Turnagain, were 'all very much afraid of some horrible tribes from Thames and Waikato prowling about'. He considered the times a 'season of confusion'.<sup>13</sup> This is certainly the light in which the land purchaser Kemp saw it. Looking back from 1850 he wrote:

The first party, I believe, settled at Te Kopi, a small but exposed bay on the sea coast, having but very little good land in the neighbourhood. When, however, the Europeans began to settle in the valley, and confidence became restored, the Ngaitahu (a subdivision of Ngatikahuhunu's) ultimately took possession of such parts of the valley as were within a convenient reach of the settlers.<sup>14</sup>

It must be borne in mind, however, that Kemp had an agenda in stressing Maori reliance on Europeans to allow them to re-settle the area; it could be used to undermine Maori arguments about selling.

Maori received early support for their policy of leasing. Colenso had advised them to lease rather than sell. He also warned them to be cautious about whom they welcomed. His advice to Wairarapa Maori in September 1846 had been:

1. Not to *sell* their lands in Wairarapa.
2. Not to lease them *beyond* 21 years.
3. Not to lease the *whole* of their good grazing land . . .

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11. Kemp to Colonial Secretary, 9 February 1849, in 'Further Papers . . . in Continuation of Paper Presented 31 July 1849', 1850, p 87, GBPP, vol 6

12. O'Malley, pp 16ff

13. Colenso, *Journal*, 11,12 March 1845

14. Kemp's report, GBPP, vol 7, sess 1420, p 239

4. Not to lease it in *very large blocks* . . . to one person.
5. To make deliberate choices of the persons to whom they would let it . . .<sup>15</sup>

Colenso had earlier written to his CMS superiors outlining some of the issues. He wrote, 'this plan, when fairly managed, is one of the very best that can be devised, for it is equitable – by it the Native has something to look forward to – and, as a necessary consequence, protects his tenant'. However, Colenso worried that Maori were being unfairly disadvantaged by some of the early deals. In 1846, he was shown a deed 'drawn by Mr B— a settler with *blanks* left in it',<sup>16</sup> and (as we have seen) observed a settler obtaining a 30–60 year lease of a good, level piece of land of four by 10 miles, for the 'paltry sum of £10' divided among 10 to 40 persons. This, Colenso observed, led to Maori dissatisfaction and their refusal to stand by the lease, which in turn led to friction. Colenso concluded, 'How easy it would be for the Government to allow and encourage such Leases; and, by laying a tax upon them, curtail their size, raise a revenue, and protect the Native!'<sup>17</sup> Colenso concerned himself with some of the issues that arose in this commerce of land. The 'sin' of lying about land in Wairarapa was amongst the misdemeanours that causes communicants to be rejected from taking the Lord's Supper in 1845.<sup>18</sup>

### 2.3 THE NATIVE LAND PURCHASE ORDINANCE 1846

By the end of 1846, leasing in Wairarapa was well established. It was quickly understood by officials that a prosperous leasing situation was inimical to cheap and quick purchases. On 30 March 1844, before settlers moved into Wairarapa, Colonial Secretary Richmond issued a proclamation which stated that 'any bargains made by private individuals with the Aborigines, for the purpose of acquiring land, whether by purchase, lease or otherwise . . . will not be sanctioned by the government'.<sup>19</sup> While this showed no Government support would be forthcoming for a leasing system, its wording does not suggest that leasing was therefore illegal. In November 1846, the Native Land Purchase Ordinance was passed by the Legislative Council.<sup>20</sup> This strongly reaffirmed the Crown's right of pre-emption with regard to purchase after Governor FitzRoy's waiving of it. Any private leasing arrangements were also made illegal, and an offence carried a fine of £5 to £100. If it had been enforced, the Native Land Purchase Ordinance would have had considerable impact as it would severely limit the effective choices of Maori. If they could no longer lease land, the only option left in which Pakeha could be brought into, or remain in, the area was through the sale of land to the Crown. It would force Maori to decide between maintaining interaction with Pakeha on the basis of selling, or retaining their lands

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15. Colenso, *Journal*, 18 September 1846

16. *Ibid*, 16 September 1846

17. Colenso to CMS secretaries, 18 June 1846, Colenso letters, ATL

18. Colenso's *Journal*, 30 November 1845

19. Bagnall, p 49

20. 'An Ordinance to Provide for the Prevention, by Summary Proceeding, of Unauthorized Purchases and Leases of Land', 16 November 1846, in *Ordinances of the Legislative Council of New Zealand and of the Legislative Council of the Province of New Munster, 1841–53*, New Zealand, 1871, pp 235–236

but also embracing economic and social isolation. The Tribunal will need to consider whether such a ban on leasing was justified by the Treaty of Waitangi, given the promise of article 2, which firmly guaranteed the 'full and exclusive and undisturbed possession of their lands . . . as long as it is their wish and desire to retain the same'.

The implementation of the Native Land Purchase Ordinance 1846 was not, however, a *fait accompli*. There remained important complications that led the local government not to 'consider itself at liberty' to bring the ordinance into effect in Wairarapa. In 1849, the Government did not want to precipitate a 'collision between the two races' by unduly alienating potential Maori sellers. There was also a concern that implementation might 'inflict upon a large and important section of the community serious injury or hardship'.<sup>21</sup> This was an allusion to the importance of not upsetting the squatters in Wairarapa. The year before, Dommett had told Kemp that enforcing the Ordinance 'could not fail to involve the most serious injury if not entire ruin to the squatters concerned'.<sup>22</sup> The political influence of squatters such as Thomas Purvis Russell needs to be further researched.

The main motivation behind the Government's decision in late 1846 to make leasing illegal was to guide Maori towards permanently alienating their land. Leasing was not considered an appropriate solution to the ultimate Government problem of providing enough land for settlers when Maori claimed all the land. The prospect of Europeans coming, settling, working, and improving the land, while Maori sat back and enjoyed an ever-increasing income from that work, presumably to become a wealthy indigenous aristocracy, was unpalatable to many. The main argument put forward was the changeable demands of Maori landlords. Wakefield referred to the 'uncertain and capricious demands of the natives' which lessees were supposed to endure.<sup>23</sup> A quotation from McLean in 1862, although made over a decade later, is worth including as it gives a clue to attitudes that were, arguably, shared by many from the beginning of leasing:

the greatest recipients (of the leasing system) are frequently, if not always, the most idle and dissolute characters of their tribe, whose reckless conduct, and increasing cupidity, render the position of the settlers holding and under them not only disagreeable and precarious, but in every way repugnant to the independent feelings of an Englishman.<sup>24</sup>

Clearly, settlers with leases were in a more precarious position than they would be through ownership. Yet it is likely that troubles were over-emphasised. The quotations above demonstrate a concern based on racial assumptions – that a European should not have to live under a native.

Colenso's journals show many examples of disputes arising from leasing (as do McLean's diaries and correspondence). In 1848, he wrote to Russell in an attempt to dissuade him from leasing land at Tukuwahine. It appears there was some doubt about the land rights of the group he was dealing with, so that Colenso observed

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21. NM 10/10, 13 and 22 September 1849, pp 17, 32 (cited in Hippolite, p 24)

22. Dommett to Kemp, 12 October 1848, NM 10/9 (cited in O'Malley, p 75)

23. NZC 3/6 (cited in Hippolite, p 9)

24. AJHR, 1862, C-1, no 6, p 312

'this, if attempted, or continued with, will cause bloodshed'.<sup>25</sup> Colenso portrayed 'tumult' at Mataikona arising from the letting of land. Te Wiremu Te Potangaroa and Kahuhuramaru, principal chiefs, unleashed 'furious oratory'. Peace was only re-established when T Guthrie, the settler involved, gave up part of his land.<sup>26</sup> Colenso wrote that one of his Maori lay teachers, Nicodemus from Oroi, was threatened by unconverted Maori from Te Awaite (both villages on the coast south of Flat Point) that his nose would be cut off, 'for daring to speak in defence of his own right to a piece of land which they are about to transfer clandestinely to whites'.<sup>27</sup>

On the other hand, the success of the leasing system suggests that it was not so bad. Rents were steadily increasing, and the range of leased land was extending north. It appears squatters had enough confidence to invest heavily, an estimated £7000 by 1853, in development of lands that were leased.<sup>28</sup> Kemp noted in 1849 'advancement' of Maori in the area; he regarded the 'enjoyment of European comforts' and the prevalence of cattle, sheep, horses, wheat fields and mills in every village as evidence.<sup>29</sup> The settlers of the area attested to the 'good feeling' between 'Natives' and Europeans in a speech to Governor Grey when he visited in 1853.<sup>30</sup> In this system, then, there was a pattern of profitable development for both Maori and settler that appeared to have potential.

#### 2.4 EARLY ATTEMPTS AT PURCHASE

On 21 February 1846, Governor Grey waived the Crown pre-emption on the purchase of land in Wairarapa in favour of the New Zealand Company. By March 1847, Francis Dillon Bell had been appointed and was in negotiation with Maori of the area. By then it had been decided that an attempt at purchase would be made. That all the land needed to be *purchased*, and not permanently alienated by some other arrangement, had by no means been assumed at the time. There was a spectrum of views about the extent of Maori ownership. Following the revelations of the 1837 House of Commons Committee on Aborigines in British Settlements, which pointed to many horrific acts by the British, there was a body of opinion at 'home' concerned about the well-being of indigenous people with whom British settlers came into contact. Two years later Normanby's official instructions to Hobson, as he set out to New Zealand to make a treaty with the local inhabitants, affirmed that Maori possessed indisputable title to the soil. Maori ceded sovereignty for protection of that title.<sup>31</sup> There appears, however, to have been an assumption that there would be 'waste lands' that the Crown could take up.

Difference of opinion arose as to the extent of these wastelands. The theorist Thomas Arnold and his eighteenth century predecessor, Emerich de Vattel, outlined

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25. Colenso, *Journal*, 26 May 1848

26. *Ibid*, 1–5 June, 24 August 1848

27. *Ibid*, 7 November 1848

28. McLean to Colonial Secretary, 6 February 1854, AJHR, 1986, C-1/28, p 264

29. Kemp to Colonial Secretary, 9 February 1849, 'Further Papers', July 1849, 1850, p 87

30. GBPP, vol 9, p 253

31. Normandy to Hobson, 14 August 1839, GBPP, vol 3, sess 238, pp 37–42



popular theories about the extent of indigenous land title. They argued that indigenous inhabitants had claim to very limited areas, only what they occupied or cultivated, and the rest was 'waste' and waiting for Europeans to assume its ownership. In late 1842, the New Zealand Company had reflected that view:

the only interest in land which our law has ever recognised as possessed by savages, is that of 'actual occupation or enjoyment'; . . . If the claims of the natives be limited to such lands, . . . the question can, at the utmost, be one only of a few patches of potato-ground, and rude dwelling-places, and involve no matter of greater moment than some few hundreds of acres.<sup>32</sup>

The Secretary of State for the Colonies, Stanley, vigorously denied that the Treaty of Waitangi was entered into with a 'spirit thus disingenuous, or for a purpose thus unworthy', but was happy to suggest to Grey that he consider a Canadian technique of taxing wastelands, 'to compel cultivation or abandonment of large tracts to the Crown'.<sup>33</sup> This reflected that view that Maori owned small areas of their land, while large wastelands existed that Maori had claims to rather than ownership. The terminology employed in that case was 'relinquish claims to' rather than 'sell'. With the appointment in 1845 of Earl Grey as Secretary of State, the company enjoyed strong support in England. His instructions to Governor Grey adopted the 'wastelands' view. At length he argued that 200,000, at most, Maori could not claim the whole country, and indeed instructed that unoccupied or uncultivated land should be treated as Crown demense:

To contend that under such circumstances civilized men had not a right to step in and to take possession of the vacant territory, but were bound to respect the supposed proprietary title of the savage tribes who dwelt in but were utterly unable to occupy the land, is to mistake the grounds upon which the right of property in land is founded.<sup>34</sup>

This policy iterated by Earl Grey was vigorously attacked by people in New Zealand; Chief Justice William Martin, Selwyn, Henry Williams, and Robert Maunsell pointed out that Maori claimed the whole of New Zealand.<sup>35</sup> However, it was only resolved by the Governor to purchase all land from Maori, in contrast to Earl Grey's instructions, because the military strength of Maori meant that it would be perilous to adopt any other course. So, as far as the British side was concerned the decision to make the most of the purchases was merely an undesired expedient.

A belief in the sacred nature of land 'use', as well as an identifiable race prejudice, lay behind the unwillingness of many to accept the validity of extensive Maori land ownership. Dr A S Thomson of the 58th Regiment, for example, wrote that 'the New Zealanders, as all men in a savage state, are indolent and lazy,

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32. Cited in O'Malley, p 43

33. Stanley to Grey, 13 June 1845, GBPP, vol 5, sess 337, p 70; Stanley to Grey, 27 June 1845, GBPP, vol 5, sess 337, p 73

34. Earl Grey to Governor Grey, 23 December 1846, GBPP, vol 5, sess 763, p 68

35. See J Rutherford, *Sir George Grey KCB, 1812-1898: A Study in Colonial Government*, London, 1861, pp 167-169. Note also that missionaries had a particular reason for defending the Treaty as they had been so involved in its reception by Maori.

working only when there is an absolute necessity for so doing. A few days' labour will enable them to plant sufficient food to sustain them for a year, and a great portion of the time afterwards is often spent in a dreamy state of idleness'.<sup>36</sup> Such a view, though it not claimed that Thomson's views were shared by all settlers, would lead to an assumption that land should go to the industrious European. The views of Earl Grey were more influential. The principles he outlined denied Maori rights to all but a rump of New Zealand. Yet, he admitted to Governor Grey that he was 'well aware' that the Governor was not in the position to carry out his principles. Still, Earl Grey stressed that while:

the strict application of these principles is impracticable, I have thought it right that they should be thus explicitly stated in this Despatch . . . in order that you may clearly understand that, although in many respects you may be compelled to depart from them, still you are to look to them as the foundation of the policy which so far as it is in your power, you are to pursue.<sup>37</sup>

The decision to purchase all New Zealand was a pragmatic response; the theoretical basis was there to obtain as much land as cheaply as possible – even if pressure had to be applied to Maori to achieve the desired response. The reluctant recognition of Maori ownership of the wastelands and the consequent requirement to purchase land led seamlessly to Governor Grey's later intention to purchase the lands for a 'trifling consideration'.

#### **2.4.1 The New Zealand Company's attempted purchases, 1847–49**

Between February 1847 and January 1849, New Zealand Company agents were in Wairarapa three times dealing with Maori for the purchase of lands. It was a task they had entered into reluctantly:

With your Lordship's despatch of the 23rd December 1846, before them, with their knowledge that you held the principle in regard to unappropriated lands laid down by Dr Arnold, the Directors could not believe that 'the compensation (if any) to be made to the aboriginal inhabitants of New Zealand for the purchase or satisfaction of their claims, rights, or interests in the said demesne lands,' would be stretched, even as regards the Middle Island, where there is barely a native to every twenty square miles, so as to comprehend the purchase of every acre of the vast territory in question . . . For the rest, I must repeat that the Directors were well aware that some land must necessarily be purchased, and they were satisfied that the officers of the local Government were the best agents for such negotiations with the natives. But it certainly does not follow that they ever dreamed that it would be discovered that the Crown possessed no demesne lands whatever; and that 'tardy and troublesome negotiations'

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36. 'Observations on the Stature, Bodily Weight, Magnitude of Chest, and Physical Strength of the New Zealand Race of Men', A S Thomson, GBPP, vol 9, sess 1779, p 9

37. Earl Grey to Governor Grey, 23 December 1846, GBPP, vol 5, sess 763, p 69

must intervene before a single acre of the millions which they expected to devolve to them under that head would be placed at their disposal.<sup>38</sup>

We must briefly retrace our steps to outline the origins of the New Zealand Company's interest in the area. Since the New Zealand Company settlements in Wellington and Petone were established in 1840, attention had naturally turned to the adjacent Wairarapa valley as a possible hinterland. The *New Zealand Gazette* of 19 December 1840 carried the report that in Wairarapa there were '500,000 acres' (corrected a week later to 50,000 acres), 'of available land there, being level, of good soil and moderately wooded, well supplied with water and in many parts well clothed with excellent grass'.<sup>39</sup> Expeditions had been duly mounted from Wellington to assess the veracity of the glowing reports of Wairarapa's attractions. Bagnall was in his element relating these journeys blow by blow, as he had in his earlier biography of the peripatetic missionary William Colenso.<sup>40</sup> Journeys were carried out every year by New Zealand Company surveyors from 1841. Reports were generally positive: Samuel Brees, the Company's chief surveyor, stated in February 1843 that 'there is quite sufficient land fit for arable purposes to suit settlers'.<sup>41</sup> These had encouraged the first squatters to move in during 1844.

The same year, 1844, the 'Canterbury' settlement as an idea was proposed. This would involve organised colonisation on a very large scale, recreating a slice of English society in New Zealand.<sup>42</sup> It was decided in October 1845 that Wairarapa would be its location. As stated before, the Crown pre-emption for the area was waived in favour of the Company on 21 February 1846. In February 1847, Francis Dillon Bell was commissioned by the New Zealand Company to purchase lands in Wairarapa for the proposed 'Canterbury Settlement'. He left Wellington on 26 February 1847 and by mid-March had to report, 'I certainly did not expect so violent and decided an opposition as I met from the very commencement and at every place throughout our journey up the valley'. The task had not proved 'as easy as the small number of natives and extent of the country led one to presume'.<sup>43</sup>

Bell quickly cited the rents that Maori were receiving as the cause of their unreceptiveness: 'I was not sanguine they would immediately or even very willingly accept a proposal to purchase the land which already yielded them so considerable a revenue.'<sup>44</sup> Furthermore, Maori did not seem to be moved by the negotiator's observations that a law had been passed and that the leasing would end. This led Bell to refer to the Native Land Purchase Ordinance as a 'paper enactment'. Indeed, the practice of leasing in Wairarapa had flourished since 1846. Some European population figures are available: in March 1847, F D Bell listed 59 men, 14 women,

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38. T C Harrington to Earl Grey, 9 August 1850, GBPP, vol 7, sess 1398, p 30. This statement by Harrington must be seen in the context of the New Zealand Company explaining away, or finding the Government responsible for, its lack of success.

39. Bagnall, p 27

40. Bagnall, pp 25ff. See also A G Bagnall and G C Petersen, *William Colenso*, 1948.

41. Bagnall, p 33

42. For more detail on the development of the 'Canterbury Association', see the Waitangi Tribunal, *Ngai Tahu Report*, 3 vols, Wellington, Brooker and Friend Ltd, 1991, and evidence.

43. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, pp 54ff

44. NZC 3/7, Hippolite, p 10

and 19 children from 15 stations.<sup>45</sup> It was reported that £300 was paid for leasing rights in total during 1847.<sup>46</sup> While the first attempt failed there had still been some Maori interested in selling. Bell noted that the younger men, who had 'acquired tastes which large sums would enable them to gratify', were nearly all willing.<sup>47</sup> Colenso's journals provide evidence of heated debate amongst Maori in the immediate aftermath of Bell's visit: at Otaraia Colenso witnessed Ngatuere talking 'native fashion' all night to 'Mark and his party', willing sellers with whom he was greatly vexed. The missionary commented that Ngatuere's language was often bad but his arguments were the best. The subject was land: 'that fruitful source of mischief in this country'.<sup>48</sup>

Following the first rebuff by Maori, efforts were redoubled to stress the imminent end of the leasing programme. On Bell's request Grey wrote to Wairarapa chiefs on 20 March 1847, and his letter is indicative of the pressure that was being applied to Maori at this time:

I have been told that you will not make any arrangement with the Government for the sale of your lands, although sufficient portions would be reserved for yourselves and your children for use. My friends, this is not right. Ample reserves shall be retained for you if you will sell your lands; but if you will not conclude such an arrangement, then I shall desire the Europeans to depart from your land, and shall put an end to the arrangements at present existing between you and them.<sup>49</sup>

Grey gave Maori only two options: give in to the Government, or risk loss of revenue and isolation as a small tribe in a still dangerous world. The *Government Gazette* of 9 October 1847 reiterated the threat, for the benefit of prospective squatters and Maori, that offenders under the 1846 ordinance would be prosecuted. It cited the 'innumerable difficulties in adjusting the question of land' that leasing threw up.

The second attempt to purchase was better prepared to break Maori resistance. This time it was led by a Government agent, the Native Secretary, working on the behalf of the company H T Kemp. He had the aid of Bell. They were instructed to purchase as much of the Wairarapa valley and as far north toward Hawke's Bay as possible, excepting clearly defined reserves.<sup>50</sup> Prior to his departure Kemp 'insisted on being armed with yet one more proclamation' of the Government's position. This was included in the *Government Gazette* of 12 October 1848, and separate copies were struck off to be distributed in the area.<sup>51</sup> Potential supporters were actively wooed. The first stop this time, on 14 November 1848, was for a meeting at

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45. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 58

46. F D Bell to Colonel W Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 54 (on p 58, Bell's table of Europeans in the district put the figure for annual rent at March 1847 at £325); McLean to Colonial Secretary, 9 July 1851, AJHR, C-1, p 311

47. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 56

48. Colenso, *Journal*, 14 April 1847

49. Grey to Wairarapa chiefs, not dated (circa 20 March 1847), GBPP, vol 8, sess 570, p 57

50. Colonial Secretary to Kemp, 16 October 1848, NM 10/9 (cited in more detail in Hippolite, pp 13,14)

51. These details were outlined in Fox to secretary of the company, 15 September 1849, GBPP vol 7, sess 1398, p 35.

Huangularua with the Wairarapa settlers. Naturally, squatters were eager to defend their interests. Not all agreed with the underlying belief that Maori did not have a truly valid claim to all the land. Colenso quoted Morrison, for example, on the injustice of attempts to take their land from them, which he said 'is doubtless as much theirs, as that of any Scotch laird is his'.<sup>52</sup> There a promise was given to the squatters, 'to make some allowance to the squatters on a fair and equitable scale, for the abandonment of [their] stations'. It was said that the Government was 'also prepared and anxious to provide other runs for them outside the proposed boundaries of the new Settlement: for which purpose the Commissioner and I would do everything we could to acquire the whole country as far north as Ahuriri'.<sup>53</sup> This ploy proved successful so that Kemp and Bell gained a resolution from the meeting to assist the Government in its endeavour to purchase the land.<sup>54</sup>

Another possible obstacle to negotiation was the local missionary William Colenso. Although he was based in Ahuriri, Hawke's Bay, Wairarapa was part of Colenso's parish. He assiduously visited the area twice a year and kept up a steady communication with his parishioners by letter. As we have already seen, he had encouraged Maori to lease land early on. Colenso had arrived only in 1845 and his first years were anything but successful and he managed to alienate important chiefs. In 1845, Arthur Wellington Te Kawekairangi (Te Wereta) framed his position thus to Colenso: 'Be thine the praying to God – be mine the praying to the Devil . . . thou hast fed me with sterco [excrement] and after that can there be any good? From "the servant of the devil".' In November 1847, Colenso reported, the powerful chief Ngatuere let it be known that a cooking pot was set up and ready for the missionary.<sup>55</sup> However, from 1847 he was gaining success in areas. Colenso drew Retimona Te Korou into his orbit through his medical feats,<sup>56</sup> and from 1848 he was to enjoy a few years of relative popularity before his further troubles from 1850.<sup>57</sup>

Colenso had been subject to allegations of giving anti-patriotic advice to Maori working on the road through the Rimutaka Range during 1847.<sup>58</sup> He was absolved from criticisms then, but his relationship with the squatters remained poor. His advice to Maori on leasing, which he related to Captain Mein Smith, would have in all probability been reported to the Government. Colenso wrote in his journal that he had been 'strengthening [north Wairarapa Maori] in their determination to retain estates for their children' during early 1848.<sup>59</sup> When Kemp and Bell began negotiations, Bell quoted Ngatuere as saying, 'the missionaries (meaning Mr Colenso) had assured him that the moment the land went to the white men, go they must into the hills, they the owners of the soil'.<sup>60</sup> It had been decided in preparation for the late 1848 attempt at purchase to try to gain Colenso's assistance in the matter.

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52. Colenso, *Journal*, 7 November 1847

53. Bell to T C Harrington, NZC 3/9 (quoted in O'Malley, p 83)

54. The minutes of this meeting were printed in GBPP, vol 6, sess 1136, p 85.

55. See Goldsmith, pp 41ff

56. Goldsmith, pp 42, 53

57. See Goldsmith, pp 40–75, for an outline of his missionary fortunes.

58. Goldsmith, p 78

59. Colenso, *Journal*, 17 April 1848

60. NZC 3/9 (quoted in Hippolite, p 18)

## *Wairarapa*

Given his reputation, this seems somewhat unrealistic; perhaps the intention was primarily to ensure his silence. Both the Colonial Secretary and Lieutenant-Governor Eyre wrote separately to Colenso in early November. Both letters extolled the virtues of the Canterbury scheme but also did not scruple to point out Colenso's obligations of loyalty to the Anglican primate, under whose auspices the intended settlement would exist, and to the nation. The Government was not successful in obtaining the services of Colenso, either to encourage Maori to sell in Wairarapa or Hawke's Bay as desired, but in the short term they did ensure Colenso's silence. The Hawke's Bay chief Te Hapuku characterised Colenso's new taciturn approach by the description 'he wai pakihī' (a dried-up stream).<sup>61</sup>

Having obtained squatter support and at least Colenso's promised silence, Kemp and Bell had then to persuade Maori. Bell's description of the 23 November meeting at Otaraia with Maori demonstrates the 'cut and thrust' of the debates. Bell and Kemp were ruthless in the arguments they used. They questioned the Ngati Kahungunu's long association with land, claiming that their ancient home had been on the Waikanae and Otaki coast and that this had been lost to Ngati Awa and Ngati Raukawa. They further argued that Wairarapa Maori only now returned to Wairarapa 'one by one . . . in fear and trembling to the Valley since the arrival of the white men, without whose protection they must have left it the wilderness it was when Wairaweke [Wakefield] came'. To remind them of their vulnerability, Kemp and Bell had brought E Wata, a Te Ati Awa chief, with them. Bell claimed that they 'used to send him privately into the pah, "crammed" with what he was to say as from himself'. This was an attempt to shake the confidence of the tangata whenua. Bell countered Maori claims that 'the land was their great parent, to surrender whom would be death to themselves and their children' by arguing that the land was already gone from them, 'for cattle and sheep runs, to people who cut it up into large slices for themselves'.<sup>62</sup>

Ngatuere responded to Kemp's belittling of their hold on the area by saying, 'it might all be true about the fighting of old, and their being driven to this place: reason the more for holding it in their own hands and not being driven away again into the scrub and the barren hills'. Kemp noted that another consideration for some who were opposed to selling was the leasing arrangements already agreed to. Some questioned their ability to sell, feeling themselves bound to fulfil the 21-year leases.<sup>63</sup> Certainly, this was an argument to use in defence of the leasing system.

In short, despite opposition from Ngatuere and Manihera, the meeting was successful for the New Zealand Company negotiators. Kemp had sought a unified decision, dismissing Ngatuere and Manihera's questions as representative only of two against the majority.<sup>64</sup> Boundaries were decided at about 900,000 acres, and the price between £3000 and £5000.<sup>65</sup> The assessment of Simon Peter, the Ngai Tahu chief of Te Kopi, at the end of November was, 'the people have publically

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61. Goldsmith, p 81

62. NZC 3/9 (quoted in Hippolite, pp 17ff)

63. Kemp to Grey, 4 December 1848, GBPP vol 6, sess 1120, p 70

64. NZC 3/9 (quoted in Hippolite, pp 17ff)

65. *Ibid*

proclaimed this "Wairarapa is for you," for us also a portion'.<sup>66</sup> To understand best the Maori reasoning behind the response to Bell and Kemp's November 1848 attempt, one needs to know what subsequently happened. Just prior to completion of the deal, it became apparent to the negotiators that there was a chance that the 'Canterbury Settlement' would no longer be based in Wairarapa. In Wellington, the company emissary, Captain Joseph Thomas, was showing his preference for the site now known as Canterbury. When the commissioners returned on 18 January to conclude the deal, being obliged to point out the possibility of changed circumstances to Maori.<sup>67</sup> The £4000 offered was refused and Maori demanded £16,000 instead. Both refused each other's price and so negotiations lapsed. The shift of the Canterbury settlement was recognised at the time as being the key issue. Grey observed:

had the Canterbury settlement selected the district of the Wairarapa as the site of their location, there would have been no difficulty whatever in procuring the valley of the Wairarapa for them; but so soon as intelligence arrived in New Zealand that the Association . . . considered the possession of a good port as a *sine qua non* for their colony . . . the negotiation for the purchase of that district became embarrassed with new difficulties.<sup>68</sup>

The Maori offer to sell even for £16,000 had been a heavily contested decision. Kemp described Simon Peter, Te Hamaiwaka, and Ngairo as the sellers and Ngatuere, Manihera, and William King as the opposition. It appears that the meetings were very divisive: Kemp noted that the debate was in 'the warmest possible manner', elsewhere he termed it:

a violent discussion . . . anything but friendly . . . the opposition side insisted in the most determined manner on retaining the land, and in some instances throwing great doubt upon the existence of the claims represented by the former [selling] party.<sup>69</sup>

Assuming an understatement by Kemp of the tension he caused, it is likely the debates were torrid. So, those who wanted to sell raised their price considerably, and those in doubt stiffened their opposition.

The promises which Bell and Kemp made in relation to the Canterbury settlement are important as they reveal what was required for a majority of Wairarapa Maori to willingly sell 900,000 acres at a very low price. These included: 'a good payment' (as opposed to 'paltry rents'), 'a large body of white men among them, with a Bishop, Ministers, and Schoolmaster who would teach the Maori as well as the pakeha', and 'a town would be laid out for them similar to the one at Otaki; where the Natives were fast improving in everything'.<sup>70</sup> The use of 'for them' could well

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66. Haimona Pita to Governor Grey, 28 November 1848, GBPP, vol 6, sess 1120, p 71

67. As Dommatt instructed Kemp, Dommatt to Kemp, 12 December 1848, AJHR 1861, C-1/6, p 252

68. Governor Grey to Earl Grey, 9 February 1849, GBPP, vol 6, sess 1120, p 69

69. Kemp to Colonial Secretary, 18 January 1849, and *Journal*, 13 January 1849, GBPP, vol 6, sess 1120, pp 85, 92

70. NZC 3/9 (quoted in Hippolite, p 18). A similar offer had been made to Maori at Picton in 1848; instead of 'tenths' in the European town they were offered a town of their own (see Phillipson).

have been designed to instill some misunderstanding. Kemp stressed to Maori that the Canterbury settlement would bring a body of Europeans who were more numerous, influential, and wealthy than the present squatters.<sup>71</sup> We have seen that Kemp had earlier estimated that trade with Europeans was worth almost as much as the rents for Maori.<sup>72</sup> A large town of Europeans, provided enough reserves were retained, would open up considerable trade possibilities. The 'ownership' of a Bishop to themselves, or in their area, and a town, and a large population of Pakeha seemed to be things for which Maori were willing to trade ownership of land. The possession of these things would raise the mana of Wairarapa Maori vis-a-vis the more numerous Ngati Kahungunu of Hawke's Bay or even their old enemies the Te Ati Awa. Clearly, the Maori supporters would have seen this deal as the start of an on-going relationship with the Canterbury settlement, one through which they could prosper. When this possibility was threatened by New Zealand Company interest elsewhere for the location of the proposed settlement, the continuance of the status quo with leasing became the favoured position again.

In this light other arguments, such as the threat of the termination of leases, seem relatively less important at this stage. By refusing the opportunity for a sale in January 1849, Maori indicated that they believed that leasing was still viable and that Government threats were just that – threats. Kemp said as much in his report. Of his reminder that the Government had the power to withdraw the settlers and deprive Maori of their rent he said, 'I am inclined to believe that they regard it merely as a threat for the purpose of compelling them to sell.'<sup>73</sup> Yet, it is possible to argue that the Government's official position on leasing did have an effect on those chiefs who had decided to sell, albeit for a higher price. Simon Peter had written to the Government early in 1847 and in response to the Native Land Purchase Ordinance, 'declaring his resolution never to sell any of his land, and asking his Excellency to permit the present system of leases to continue'.<sup>74</sup> Only a year later he had been transformed into a 'seller'. This transformation could be explained by Simon Peter believing Kemp's threats, but such cannot be proved.

Maori refusal to heed the threats of a clampdown on leases was vindicated. At Kemp's request, late in 1848, squatters had agreed not to take on new leases, and so the extent of leases remained static for a few months. The community at Kaikokirikiri demonstrated their disappointment with this policy by their writing a long letter to the Queen against the proposals of the Government and asking Colenso to deliver it.<sup>75</sup> To this researcher's knowledge the letter was never sent. This is perhaps due to the fact that, from early 1849, the leasing system underwent a new burst of expansion. The New Zealand Company agent William Fox bitterly pointed to 'less scrupulous parties' moving in, a development which irritated those squatters like Captain Smith who had observed the moratorium. Fox bemoaned the powerlessness of the Government in organising 'legitimate' colonisation. He noted:

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71. Kemp to Grey, 4 December 1848, GBPP, vol 6, sess 1120, p 70

72. Kemp to Grey, 9 February 1849, GBPP, vol 6, sess 1120, p 87

73. NZC131/4/3 (quoted in Hippolite, p 22)

74. F D Bell to W Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 55

75. Colenso, *Journal*, 24 March 1849. Colenso declined to deliver it, fearing that he would be accused by the Government of instigating it.



### *Land Issues Prior to the Purchases of 1853*

that on a recent occasion a party of natives from the Wairarapa, who had visited the Lieutenant-Governor to talk about the sale of the district, on their return made a song in mockery of the inefficiency of the Government, which was sung for days throughout the valley, and which must have been repugnant to the ears of such as entertain feelings of loyalty towards Her Majesty the Queen.

He later added that given the Government's firm assurances that the Ordinance would be enforced this time (late in 1848), the non-enforcement was 'calculated to have a most prejudicial affect' on the squatter and Maori minds.<sup>76</sup> By 1850, 12 had extended to 'the founding forty-five'.<sup>77</sup> From 1850 to 1852, the total Wairarapa rent continued to rise, although much of the expansion was north-east into areas beyond that originally included in the Canterbury scheme. By McLean's calculations, rents in Wairarapa had risen precipitously from Kemp's figure of £588 at June 1850 to £1244 at August 1851.<sup>78</sup> Estimates of rent money varied, however, as Wairarapa rents were officially estimated in August 1848 to be £609 for 100,011 acres.<sup>79</sup>

By 1850 in Wairarapa, the situation was complex. On one hand, there was a group of Maori who seemed willing to sell a lot of land either very cheaply with a promise of extensive settlement, or for a larger price without such a promise. There was another group who vehemently resisted the prospect of sale. Even after the negotiations with Kemp and Bell had failed, Colenso observed that Ngatuere was reported to be going to the west coast to get help, as he felt that some of the 'inferior' chiefs of the lower Wairarapa were eager to transfer all the valley to the Government.<sup>80</sup> The missionary claimed that there were 'disputes everywhere' about the boundaries of land which the Government was interested in.<sup>81</sup> This divided group was placed under considerable pressure, first by an increasingly desperate New Zealand Company,<sup>82</sup> and gradually more so by the Colonial Government, which was determined to alienate the land and terminate the leasing system.

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76. Fox to secretary of the New Zealand Company, 15 September 1849; Fox to Dommett, 18 September 1849, GBPP, vol 7, sess 1398, pp 35-37

77. Bagnall, pp 50ff

78. McLean to Colonial Secretary, 26 August 1851, GBPP, vol 9, sess 1779, p 41

79. 'Statistics of New Munster, New Zealand, from 1841 to 1848', GBPP, vol 6, sess 1280, p 173

80. Colenso, *Journal*, 27 March 1849

81. *Ibid*, 19 May 1849

82. The embittered directors singled out the situation in Wairarapa as one of their grievances, citing the prevalence of squatting, tacitly permitted by the local government, as the 'main cause of the delay so injurious to the Company' (Harrington to Earl Grey, 9 August 1850, GBPP, vol 7, sess 1398, p 31).



## CHAPTER 3

# THE FIRST CROWN PURCHASES: 1853 TO JANUARY 1854

In January 1849, Kemp and Bell's mission to purchase about one million acres in Wairarapa had ended in failure. Between 22 June 1853 and 18 January 1854, the 'deadlock' was broken in a spectacular way, and about 1,500,000 acres of Wairarapa land were sold by local Maori. A total of £23,547 was paid, or pledged as instalments, to the sellers for this land. In addition, 5 percent of the proceeds when the land was resold by the Crown was promised in some cases. The 1.5 million acres were sold in a series of 41 deeds. This sudden success for the Crown needs to be explained. The possible reasons were many and not uniformly shared throughout the area. First, I will give an overview of the events and the details of the sales (without analysis), secondly, I will consider the various Maori motivations, and, thirdly, I will highlight some problems inherent in the Crown purchase techniques that were used.

### 3.1 SUMMARY, 1849–53

Following Kemp and Bell's failure in 1849, the New Munster Executive Council involved itself in the purchase of Wairarapa. It was decided that another attempt would be made and that this time the agent would have more powers to act against the leasing system, which was viewed at the time as the crucial issue. On 24 September 1849, Donald McLean was told to proceed to Wairarapa 'with the least possible delay' to negotiate on the behalf of the New Zealand Company.<sup>1</sup> Accordingly, McLean was given appropriate powers to deal with squatters. He was authorised to institute proceedings in any Resident Magistrate's Court against such parties that stood in the way of negotiations or those who had made illegal land arrangements since the notice in the *New Munster Government Gazette* of 9 October 1847.<sup>2</sup>

The New Zealand Company had its charter withdrawn in 1850. It had cited its failures in Wairarapa, which it blamed on the local government for not enforcing the regulations against squatters, as important to the collapse. The local government decided to pursue a purchase on its own. McLean's services were retained. On 19 September 1850, while he was still negotiating in Manawatu, he was given the wider powers of a resident magistrate for the province of New Munster. This

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1. NZC 3/10, Hippolite, p 25

2. O'Malley, 'The Ahuriri Purchase', p 98

## *Wairarapa*

confirmed his ability to hear cases under the Native Land Purchase Ordinance. It also allowed him to adjudicate upon cases of disputed ownership between Maori in districts where he was to be the Crown purchaser. In this way McLean would carry two powerful tools with him when he went to Wairarapa, tools that would enable him to take a tougher line with both squatters and Maori. Furthermore, McLean was now purchasing for a buyer with greater capital resources than the 'cash-strapped' New Zealand Company.

Before McLean had a chance to turn his attentions to Wairarapa, another strategy presented itself to make inroads into its purchase. Chiefs from Hawke's Bay had written to the Government, inviting it to consider their lands. Te Poihipi Hou and Hoani Waikari of Waikari, 'near Ahuriri', had written on 12 April 1849, inviting the Governor to come and talk about land-selling. On 26 April 1849 Tareha wrote, it appears, with the consent and approval of Karaitiana Takamoana, Te Moananui and Puhara. Tareha had appealed:

Friend hasten – and do not throw overboard this our Letter because this seems to be what pleases you viz. the consenting on our part for the selling of the land – friend Gov. Grey approve of this our request for White people for this our land and let them be men of high principle or gentlemen no people of the lower order – let them be the Colony of Missionaries who [we] have heard are coming out.<sup>3</sup>

The Ngati Te Whatuiapiti chief Te Hapuku had written to McLean as well on 17 June 1850 asking him to come to Hawke's Bay to purchase land on which Pakeha might settle.<sup>4</sup>

McLean was readily aware of the benefits of obtaining land in Hawke's Bay. In its own right Hawke's Bay was viewed as 'peculiarly adapted for sheep grazing'. If purchased, 'the country may be opened up for the Wairarapa settlers, in which most of them may be able to obtain runs from the government, and discontinue, without much disadvantage to themselves, the present system of leasing from the Natives'.<sup>5</sup> Here was a means by which the squatters could be appeased and the bargaining power of Wairarapa Maori removed. McLean also hoped to foster some useful personal links in Hawke's Bay. He noted:

The blocks of land offered for sale by the Natives are not extensive, but as the tribes with whom I am negotiating are claimants to large tracts of unoccupied country, extending from Hawke's Bay to the Manawatu and Wairarapa, I am in hopes that the Government may be enabled to carry on purchasing steadily towards these districts.

McLean's hopes were realised. In December 1850, he went to Hawke's Bay to negotiate the purchase of three large blocks; in November 1851, he returned to complete the deals. The Waipukurau, or Te Hapuku's, block was signed on 4 November 1851: an estimated 279,000 acres were bought for £4800. The Ahuriri block was signed on 17 November 1851: an estimated 265,000 acres for £1500.

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3. O'Malley, pp 92ff

4. Ibid, p 103

5. McLean to Colonial Secretary, 28 December 1850, AJHR, 1862, C-1/2, p 308

Finally, on 4 December 1851, the Mohaka purchase was concluded: approximately 85,700 acres for £800.

Soon after the above purchases, McLean reported that Maori had offer a large strip of land from Hawke's Bay south along the coast as far as Whareama River, south of Castle Point, and inland to the ranges.<sup>6</sup> So, McLean was purchasing his way south. It was not until 22 June 1853, however, that a purchase in the area was concluded. McLean had talked in January 1852 of a stretch of coast of 80 miles. The actual purchase extended from the Whareama River mouth, in the south, as far as the Waimata River mouth, in the north: a distance of some 45 miles. It ranged inland to the Puketoi Mountains. The estimated acreage of the Castle Point block was 275,000 acres, for which £2500 was to be paid. The deed was signed by some 301 people, the leading chief being Wiremu Te Potangaroa from Mataikona.

After 'Castle Point' was purchased, high hopes were held of obtaining the Wairarapa valley itself. In August, George Grey took an active role in the negotiations by travelling in person to the valley. There he met Maori and the squatters in an attempt to persuade them of the benefits of the sale of the land. Grey's visit was quickly followed by a flood of sales. The purchases can be divided between small blocks, consisting of the homesteads of squatters, and large blocks. The sales began with one of the former, McMaster's run at Tuhitarata, on 25 August 1853. Other small homesteads followed at regular intervals – areas occupied by Captain Smith on 16 September, then Morrison, Gillies, Burling, Collins, Blacksmith, and the rest.

Meanwhile, larger deals were negotiated. I will give the block size as given in Turton's *Maori Deeds*, although, as we will see, these were often inaccurate. The Western Lake block was bought on 1 September 1853: an estimated 200,000 acres for £2000 (a large part of which was some of the Rimutaka Ranges). The Eastern Lake block was purchased on 6 September: 120,000 acres for £1100. McLean remained in the south of the valley to purchase the smaller Tuhitarata block on 10 September: 40,000 acres for £1000. This last block bordered the Eastern Lake block at the north. These three blocks secured a large part of the south of the valley. Next, McLean moved north to the area dominated by Ngatuere and Te Manihera, chiefs who had profited from leasing and were hostile to the sale of land. On 19 September, he concluded the purchase of the Tauherenikau No 4 block: estimated to contain 430,000 acres for £2000. Of that large block, which extended immediately north of the lake and westward, only around 40,000 acres were in the valley, the rest extended over the Tararua Ranges.

McLean then turned to the coast. The key to gaining the lands along the Eastern Coast up to the portion alienated at Castle Point lay in resolving the troubles that had arose over Barton's run at White Rocks, just north along the coast from Cape Palliser. On 25 October, an estimated 40,000 acres were sold for £1000 (the block was entitled Whawhanui). From there, McLean moved north up the coast. The Pahawa block, between the Rerewakaite and Kaiwhata Rivers, was bought on 29 October. It was estimated by McLean to be 250,000 acres, for which £700 was

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6. McLean to Colonial Secretary, 6 January 1852, AJHR 1862, C-1/11, p 317

paid, with more promised when the survey was completed. The Whareama area, south along the coast from the Castle Point block, was purchased in four blocks: 1 November then 2, 9, and 12 December; in all, an estimated 188,000 acres for only £1000. Amidst the Whareama blocks, McLean purchased the Waihora block (between the Tauheru and Wainuioru Rivers) on 28 November, 12,000 acres for £300. Inland from the Whareama area, and at the north of the Wairarapa valley, was the 100,000-acre 'Manawatu' block, bought for £800 on 10 December. It took 18 years to complete the purchase of the wider Wairarapa–Manawatu area. The same day, McLean completed the Upokongaruru purchase that he had begun in October. This block lay inland from the outlet of the Kaiwhata River: about 50,000 acres for £487.

The next substantial purchases were the two Kuratawhiti blocks, in the central valley around modern Greytown. These were concluded on 14 December, and contained an estimated 4000 acres for £220. On 23 December, a block of 18,000 acres was bought at Owhanga, near modern Featherston, for £1000. The focus returned to the coast for the next purchase, Kaiwhata, immediately north of the Pahawa block. The first deed was signed on 27 December: 10,000 acres for £270. Next, and down the coast immediately south of the Pahawa purchase, was the Te Awaite block, concluded on 3 January 1854. Its area was estimated 100,000 acres, for which £1500 was paid. This was followed by the prime spot of Wharekaka, in the valley east of the lake and north of the Tuhitarata block. On 4 January, the 40,000 acres were sold for £2000. A little way north up the valley, east of modern Greytown, lay the Ahiaruhe block. About 5000 acres of this were sold on 4 January for £500.

On 9 and 11 January, Smith's run was bought in two blocks. Together they were sized at 6000 acres and priced at £500. The last two purchases (in this first 'season' of purchases) were Kuhungawariwari, around modern Masterton, on 11 January (an estimated 150,000 acres for £1500), and Awhea, on the coast north of Cape Palliser and the Whawhanui block, on 18 January (15,000 for £400).

McLean left the Wellington area after January, making his way to Auckland. He did not return to Wairarapa until December 1854. According to Turton's *Maori Deeds*, in the period June 1853 to January 1854 an estimated 2,038,099 acres of land was sold.<sup>7</sup> This figure is quite inaccurate. As there are only about two million acres in the whole of Wairarapa, just over two million could not have been sold in the first round when Maori retained substantial areas. One example casts a large shadow over the accuracy in Turton. He gives 250,000 acres for the Pahawa block (deed 97 and one whose boundaries are fairly clear on a map), a digitized estimate for that same

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7. This figure is obtained by adding the estimated acreage for each block as given in Turton's *Maori Deeds*. To that total, I have added an estimated 120,000 acres for the Eastern Lake block (sold 6 September 1853), which Turton omits, and 100,000 acres for the Manawatu block (deed 102), for which Turton gives no estimate. 18,000 acres for deed 116, 'Manihera's reserve' is subtracted because this appears to be a copy of the Owhanga block (deed 115). The 18,000 acres from deed 115 are subtracted from the total because they were a reserve, and thus already sold in terms of acreage. 600 acres is also subtracted for deeds 113 and 114, which were reserves from the Western Lake block and thus included in that estimate.

block gives 110,000 acres.<sup>8</sup> Turton's figures were based those made by McLean when he negotiated the sales.<sup>9</sup> While allowances must be made for the inaccurate methods of surveying available to McLean at that stage, which usually meant multiplying the length of the block in miles with its width and converting the resultant figure to acres, it is possible that McLean made over-enthusiastic estimates to enhance his apparent success as a purchaser. The total acreage sold requires substantial reduction. Bagnall's estimate of 1,500,000 acres (about three-quarters of the total area) seems plausible, as after 1854 there was about 500,000 acres left in Maori hands.<sup>10</sup> For this area Wairarapa Maori received £23,547, of which £14,690 was paid on the day or before each deed was signed. The rest was to be paid in instalments.<sup>11</sup> In addition, on nine of the largest purchases Maori were to receive the 'Wairarapa 5 percent', which was defined in the deeds:

It is further agreed to by the Queen of England on her part to pay us at certain periods within certain years to be decided on by the governor of New Zealand and ourselves, that is, that we are to have a certain additional consideration for the lands we have sold, to be paid to us for the forming of schools to teach our children, for the construction of flour mills for us, for the construction of Hospitals and for Medical attendance for us, and also for certain annuities to be paid to us for certain of our Chiefs; but it is hereby agreed that we ourselves and certain officers who shall be appointed by the Queen or the Governor of New Zealand shall carefully discuss in Committee to which and at what times and in what proportions the said money shall be applied to each of the purposes above specified. The payments to be made annually to our Chiefs are to be decided upon by the Governor of New Zealand only or by an officer appointed by him, who shall have the power of deciding as to which Chiefs shall receive the said annual payments. These payments for all the above purposes are to be as follows, that is, when the surveys are complete and the land is resold which we have transferred to the Queen of England or to the Kings or Queens who may succeed Her: a certain portion of the money to be received by the Queen or Government of New Zealand as payment for the said land is to be deducted for the purposes which have been above specified, the amount of the money which is to be returned to us is 5 per cent or equal to five pounds out of every hundred pounds, after deducting the surveys and other expenses connected with laying off the said lands.<sup>12</sup>

The payment of the five percent followed some considerable time after the sale of the land and became a cause of disputes which will be outlined in detail in the fourth chapter. Wairarapa Maori also received £100 for their claims to Wellington, while Ngati Toa, Ngati Tama, and Ngati Awa received £700 for their claims to Wairarapa. An indication of the feverish nature of the purchases as a whole is gained from observing the way in which currency was obtained to make the purchases. By

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8. This digital computer estimate is derived from a map of the province of Wellington showing the blocks, 1871, W111. Where they have been done, these estimates are placed in italics on the table.
  9. McLean's list of his purchases, until 23 December at least, with the estimated acreages are to be found in McLean's papers (folder 0004, ATL).
  10. Bagnall, p 105. Rutherford, *Sir George Grey*, London, 1961, p 185, gave 'close to two million acres'.
  11. These figures were obtained in the same way as the acreages, although money for reserved land that was sold in this 'session' was added to the total, not subtracted. Bagnall gave £14,000, a figure which I am at a loss to account for, while Rutherford gave under £18,000.
  12. Turton, deed 88, p 267

October 1853 money was scarce, so that McLean was supplied by personal loans from Grey and others, and from 'on the spot' and irregular sales of some of the smaller blocks, via the Crown, to the run holders concerned.<sup>13</sup>

### **3.2 MOTIVATIONS**

An attempt needs to be made to explain the decisions made by many Maori in the area to sell during the period outlined above. They were subject to a range of pressures and inducements. The response and motivations of each seller varied, so that a combination of the possible factors outlined below would have been crucial to one seller, while another combination or single factor would have been crucial to another.

At the most basic level, for those who had been willing to sell about one million acres for £16,000 in 1849, their asking price had, to a large measure, been met. At the time the local government had regarded the sum asked for by Simon Peter as 'so unreasonable and exorbitant as not to be for a moment entertained'.<sup>14</sup> Yet, these Wairarapa Maori postponed the sale and manoeuvred things more to their favour. By breaking the sales up into smaller portions they achieved better prices while the size of the overall sum was not so apparent. The area sold was enlarged, although some of that extra acreage came from parts of the Rimutaka and Tararua Ranges. The price was similarly increased from the £16,000 proposed, particularly with the five percents added in. The £23,000 was divided among far fewer recipients than Hawke's Bay purchases; about 700 or 800 people shared this sum. The fact that over £14,000 was paid immediately was an extra bonus. The transfer of the purchasing function from the New Zealand Company to the Government had provided resources sufficient to meet the increased payments.

#### **3.2.1 Promises**

Cash payments were not the only remuneration promised to Maori if they signed the deeds and made the sales. All were aware that the Government price was lower than that for which it would subsequently be sold. The idea of receiving the five percents pre-supposed that knowledge. So, there was an expectation of other benefits. Unfortunately for the record, there is little information available on the discussions at the time. It seems probable that similar arguments were used to those used in Hawke's Bay by McLean two years before.

Public works were expected and promised. Maori had some evidence of the efficacy of Government works. The Wairarapa road was built over the Rimutaka Ranges in the late 1840s and early 50s. This enhanced the agricultural facilities of the valley. Over £14,136 was expended in its construction. Maori benefited from the road itself, the labour at 2s 6d per day, and the trade with the construction communities.<sup>15</sup> Similarly, Wairarapa Maori had the example of the hospital at

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13. Bagnall, p 104

14. Dommett to Kemp, 24 January 1849, AJHR, 1861, C-1/7, p 252

15. GBPP, vol 6, sess 899, p 5



Wellington, headed by Dr Fitzgerald. Maori from Wellington and the west coast filled its beds, at this time of sickness, and Wairarapa Maori would have hoped for something similar in their area. A mill had also been promised. In some of the purchases the public works were embedded in the five percent clause – they were regarded as part of the price. Some confusion was left to exist as to whether such public works would be funded only out of the five percents or in addition to what was funded in that way.

Often mentioned as a benefit was a town in the area. Some historians have suggested that the financing of colonisation by the profits of Government land sales was a deceit on the part of the Government.<sup>16</sup> This assumes that colonisation was a bad thing. This was not a common perception then amongst Europeans or Maori. We have seen that the promised large town with Pakeha settlers in it was one of the Canterbury settlement's main attractions for the Maori sellers. McLean would have still alluded to the probability of a town developing in the area. Ngairo asked in 1849, after the Government had refused their price, that still a 'body of white people be sent'.<sup>17</sup> It has been noted before that it was believed that a large European population would bring trade and prosperity to Maori of the area.

### **3.2.2 Leasing**

As well as inducements to sell there were also threats if that option was not taken. Government resolve on the leasing issue was strengthened by the failure of Bell and Kemp's mission in January 1849 and by the steady expansion of the squatters' range up to 1853. Fox believed that the 'sole obstacle' to the purchase of Wairarapa was the money received from rents.<sup>18</sup> Eyre told Grey in August 1849 that the difficulties created by the squatters were daily increasing as they spread north of Wairarapa, 'quite up to Ahuriri'.<sup>19</sup> It was not surprising that Maori were not taking Government threats seriously when new stations were being set up all the time. Colenso noted signs of expansion of squatting early in 1850. At Oroi, on the coast near White Rocks, he noted that disputes about boundaries, 'that fruitful source', were now 'frightfully reviving'. He lamented the ubiquitous 'rage for letting land to colonists', which he considered to be the rock upon which many would ship-wreck their faith.<sup>20</sup>

Those interested in the purchase of the area stressed the problems inherent in the leasing system. McLean outlined the usual argument: he related to Grey that Kelly had said that 'the Natives regard him in his own house as a mere tenant on sufferance, any moment to be ejected'. He cited an example when a servant was reported to have been 'struck by an insolent Native when he was prevented from taking food'.<sup>21</sup> Later, McLean noted that the squatters had been well established despite the insecurities, having made improvements estimated at £7000 at least which they were 'liable to be deprived of at the slightest caprice of chiefs without

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16. O'Malley, pp 40, 54

17. Ngairo to Lieutenant-Governor, 1 February 1849, GBPP, vol 6, sess 1136, p 88

18. O'Malley, p 96

19. O'Malley, p 95

20. Colenso, *Journal*, 18 March 1850

21. McLean to Grey, 14 September 1853, McLean papers, folder 0004, ATL

the slightest notice'.<sup>22</sup> McLean's argument could be easily inverted, however. The fact that squatters were ready to invest heavily in the area suggests that they did not view their landlords as being quite so capricious. We have already seen that later, in 1862, McLean also regarded the squatting system as an encouragement to the 'most idle and dissolute characters of the tribe' and conducive to developing cupidity.<sup>23</sup> This view may be contrasted with Kemp's observations in 1849:

With regard to the natives, His Excellency will be pleased to learn that the tribes who now inhabit the valley and coast (considering that they were but a few years ago amongst some of the most barbarous in the Southern district) have made rapid advancement, and are now to a very great extent in the enjoyment of European comforts. Some are holders of cattle, others of horses and sheep; and in every village is to be seen the wheat-field, the stack, and mill, and what is still more gratifying, the use of bread is now becoming universal, and is an article of daily consumption.<sup>24</sup>

One does not have to accept Kemp's Eurocentric judgements of success and progress, but his assessment contradicts the assumption used to justify the ending of leasing, namely that it encouraged idleness amongst Maori. Subsequent reports from Kemp to Grey and from Grey to Earl Grey stressed the good feeling between Maori and squatters in the area.<sup>25</sup> There were, therefore, indications that the leasing system was working, to some extent, for the benefit of both Maori and European.

By the same token, Colenso's journals do provide evidence of some of the problems with the system as it was. In March 1850 Colenso was asked by settlers about Huaangarua to tell Maori that they would now subtract from their rents the value of sheep killed by 'Native' dogs. When he related the incident to Maori, Colenso noted that it caused a 'sensation'.<sup>26</sup> The missionary received a personal taste of the tensions in Wairarapa when walking the public route with his dog 'Keeper'. At Pahawa, on the East Coast south of Flat Point, he was 'accosted' by two Europeans separately each with a 'double barrel' telling him to tie up his dog or it would be shot. Colenso was not so easily intimidated and wrote promptly to the police magistrate St Hill, but observed at the time that it was for him 'personal and practical proof of what the Natives have to endure from many of the settlers, of which I have heard very much'.<sup>27</sup> The leasing system was not a perfect system, yet when its tranquillity was threatened it was by no means always due to the 'capricious Natives'. Problems with dogs, however, were not peculiar to any system of land tenure.

What influence did the long-threatened 'clamp-down' on leases have on the various Maori decisions to sell in Wairarapa? It needs first to be demonstrated that

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22. McLean to Colonial Secretary, 6 February 1854, AJHR, 1861, C-1/28, p 264

23. McLean to Colonial Secretary, 9 July 1851, AJHR, 1862, C-1/6, p 312

24. Kemp to Colonial Secretary, 9 February 1849, GBPP, vol 6, sess 1136, p 86

25. See Grey to Newcastle, 3 September 1853, commenting on a speech by Wairarapa settlers to him where the good feeling between the Europeans and natives was proclaimed, GBPP, vol 9, p 283, and Grey to Earl Grey, 7 February 1852, where he commented on the harmonious relations between races in the district including Wairarapa, GBPP, vol 9, p 71.

26. Colenso, *Journal*, 24, 25 March 1850

27. *Ibid*, 12 April 1851

Wairarapa leaseholders were actually moved, or that Maori were actually convinced of the efficacy of more threats. McLean claimed that he made his position very clear to Hawke's Bay Maori:

When I first visited Hawke's Bay the Natives were fully debating the advantages of leasing their land as compared with the absolute sale of it, and I found it necessary to convince and assure them that no leasing should for the future be sanctioned that a law which I translated, and explained to them [the Native Land Purchase Ordinance 1846] had been passed to stop such proceedings and that the only legitimate means by which they could realise revenue from their waste lands would be by disposing of them to the Crown. In pursuance of a general authority under the hands of His Excellency the Governor in Chief proceedings . . . were instituted and steps taken to prevent parties from entering into any arrangements excepting through the Agency of the Government for the occupation of land at Hawke's Bay and this opportune interference while several flock-owners were preparing to go there has entirely prevented the Wairarapa system of squatting from extending so far and it has also been instrumental in securing to the Crown a property of upwards of 600,000 acres in that valuable and fertile district.<sup>28</sup>

McLean showed his resolve by telling Tiffen to remove his sheep from the Ahuriri area in December 1850. He told Tiffen that he had 'distinctly and publicly given notice to the chiefs, that the government will not sanction the leasing of land'.<sup>29</sup> Having secured the Hawke's Bay land on that understanding McLean was bound to carry it to effect in the south if he was not to alienate the land sellers in Hawke's Bay, who:

would not only decline to sell more land but they might regret having sold any, and also consider themselves as the declared friends and allies of the Government more unjustly dealt with [than] those, who are at present reaping large advantages from being allowed to act in opposition to the as yet unvindicated laws and proclamations that have been issued in reference to the Wairarapa.<sup>30</sup>

As a result, McLean was instructed to 'take immediate steps to stop such arrangements and to punish the persons (attempting to enter into any new arrangements) who may persist in thus attempting to violate the law'.<sup>31</sup> In July 1851 McLean had wishfully observed that several of the Wairarapa settlers were preparing to remove to Hawke's Bay following the purchases.<sup>32</sup> Yet squatters continued to appear in Wairarapa. The new policy was acted upon by McLean. John Sutherland had taken up a run between the Whareama and Waiorongo Rivers (the latter being a stream a few miles south of the former). He was told to go in December 1852. This action had direct ramifications for the crucial Castle Point purchase, which bridged the Hawke's Bay willingness to sell with that of the Wairarapa. When a long-term squatter Guthrie went to drive off the cattle, he found that Maori protested and wished Sutherland to remain, saying, that if they were pleased with an offer for the

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28. Executive Council minutes, 6 May 1852, NM 7/1 (quoted in O'Malley, p 168)

29. McLean to Tiffen, 16, 17 December 1850, AJHR, 1862, C-1, p 308

30. O'Malley, p 169

31. Ibid

32. McLean to Colonial Secretary, 9 July 1851, AJHR, 1862, C-1, p 312

block which the Crown might make for the area they would sell. This, Guthrie said, was the first time they had ever spoken of parting with it.<sup>33</sup> This quotation suggests that McLean's action on the leasing had a direct impact on the decision of Wiremu Te Potangaroa and the other 300 who sold the Castle Point block in June 1853. It is not quite so clear-cut as that, however. Guthrie was incorrect in saying that it was the first time Maori of the Castle Point area had spoken of parting with the land. In early January 1852 McLean received several letters from Maori of that same area on the topic.<sup>34</sup> A possible scenario is that Te Potangaroa and other chiefs of the area, who were at the Waipukurau purchase, would have heard McLean's claims about the fate of leasing. Those threats and other considerations encouraged them to show their interest in selling to McLean. They already enjoyed an income of £200 per annum from Guthrie. When Sutherland made an approach, however, the opportunity arose to test McLean's resolve. When that was ended by McLean they believed the threats and resolved to go ahead with the sale. Naturally, the events in the north would have been related further south. McLean continued his determined tactics in the valley. In May 1852, J Kelly was aiming to extend into Clifford and Weld's old run on the Wharekaka Plains. He was warned by McLean that persistence in that matter would lead to enforcement of the Native Land Purchase Ordinance.<sup>35</sup> By September 1853, McLean claimed that leasing had 'already been checked in this Province to the extent of seven hundred and fifty pounds a year'.<sup>36</sup> The first squatters, however, were still in attendance at the signing of the deeds and remained in residence of their original blocks. None of the original squatters of the area had actually been asked to leave their stations.

The foundations of the squatting system were shaken further when the squatters themselves threw in their support for the sales. There are many indications of significant bonds between lessee and lessor, which in some cases led Maori to sell the land in order for the squatter to remain in his area.<sup>37</sup> McLean cited the influence lent by run holders in support of sales as an important factor in his success.<sup>38</sup> The prediction of the end of leasing was given extra force through its being delivered by Governor Grey himself, which will be discussed later.

As has already been indicated, the effect of a threatened end or curtailment of leasing was to leave Maori with a choice of selling and having a large European population in the area, or holding on to the land and risk being bereft of Europeans save the few squatters who arrived before any regulations. This possible relative isolation would truncate revenue through land leasing (or selling) and trade. It is possible that considering this scenario, thoughts would again turn to the matter of security. Most could remember the 1830s when, in Ngatuere's words, the people 'fled from place to place in fear'.<sup>39</sup> Might those days return? In the mid 1840s there had been some scares for the small Wairarapa population. In September 1846,

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33. Guthrie to McLean, 9 February 1853 (cited in Bagnall, pp 96, 97)

34. McLean memo, c 6 January 1852, AJHR, 1862, C-1/11, p 317

35. McLean to Kelly, 6 May 1852, McLean papers, folder 0004, ATL

36. McLean to Grey, 14 September 1853, McLean papers, folder 0004, ATL

37. McLean to Colonial Secretary, 20 October 1853, AJHR, 1861, C-1/25, p 263

38. McLean to Colonial Secretary, 5 September 1853, AJHR, 1861, C-1/20, p 260

39. Ballara, 'Ngatuere', DNZB, vol 1, p 316

H S Tiffen sent a letter from Retimona Te Korou to the Superintendent from which, and from 'repeated conversations', Tiffen inferred that 'the Natives here seriously anticipate an incursion by the Rebels, or as he says "when Rangihaeata gets together a Taua of hundreds"'. Tiffen's suggestion that Captain Smith had twenty muskets for an emergency met with the reply from Te Korou, 'what use is 20 muskets when the Taua comes?'.<sup>40</sup> Colenso noted in March 1845 that Maori at Akitio and Mataikona were 'all very much afraid of some horrible tribes from the Thames/Waikato district prowling around'.<sup>41</sup> Potential enemies also lay closer to home than Waikato: we will see that Otarua pa was said to be built during 1846–7 when Te Hapuku threatened attack. In contrast, in 1852 Colenso bemoaned the development of small scattered communities up the coast, which he attributed to a desire on the part of the owners 'to keep it from being alienated by greedy chiefs', as it made his task of ministering to them more difficult. But he proudly observed, 'still no greater proof (especially to *old* New Zealanders) of the blessed change upon even wildest places in this land of hatred and blood, than the present scattered living – as far from help as from fear'.<sup>42</sup> The missionary, whose sins were about to be exposed, was naturally eager to stress the efficacy of his work and the work of the mission, and his views should be taken carefully. Still, Wairarapa Maori had invited Europeans into the area partly to boost manpower in the area, to give Europeans reason to help protect its peace. With the revenue they obtained muskets and horses could be bought if necessary. Further European settlement would develop this sense of security, stagnation (or decline) of settlement through the ending of leases might have revived old fears.

### 3.2.3 George Grey's visit to Wairarapa, August 1853

Grey's visit to Wairarapa in August 1853 was followed immediately by the beginning of land sales in the area. Grey's personal involvement represented a new strategy to break the resistance of the local Maori. His biographer, Rutherford, entitled it 'Grey's final assault'.<sup>43</sup> Kemp told McLean that the Governor had 'determined to make another effort for the Wairarapa . . . upon a new principle . . . a "Komitinui"'. By this, Bagnall wrote, 'little more was probably envisaged than the convening of a grand meeting at which Grey could use his considerable mana to tip the scales', whereas Rutherford viewed it as a 'semi-royal progress'.<sup>44</sup> There is no account of the arguments Grey put forward to Maori at the time, but his views can be obtained. A synopsis of his speech to the Wairarapa settlers exists. There Grey praised the settlers for their developments, ever under 'insecure tenure' and stated that he hoped he would succeed in purchasing the area so that they could purchase a more 'satisfactory title'.<sup>45</sup> Grey's desire on the part of the Government to obtain as much land as possible is also well documented. We have seen already that in

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40. Tiffen to superintendent, 25 September 1846, McLean papers, folder 0003, ATL

41. Colenso, *Journal*, 11, 12 March 1845

42. *Ibid*, 15 April 1852

43. Rutherford, p 185

44. Kemp to McLean, 24 June 1853, McLean papers; Bagnall, pp 98ff; Rutherford, p 185

45. Grey to Newcastle, 3 September 1853, GBPP, vol 9, p 284

March 1847 Grey had sent Wairarapa Maori a nakedly threatening letter about leasing: 'if you will not conclude such an arrangement [sell], then I shall desire the Europeans to depart from your lands, and shall put an end to the arrangements at present existing between you and them'.<sup>46</sup> There is no way of telling whether Grey was so blatant again in 1853. It is likely that he stressed the benefits of selling the land. There was a deal peculiar to Wairarapa that sprang from this 'Komitinui': the 'Wairarapa 5 percents'. At the same time Grey promised to the chiefs Te Manihera and Wiremu Kingi that the Government would erect a good mill at Papawai.<sup>47</sup> Grey wrote to his superiors about these events. He stated that he thought it his duty before leaving New Zealand to request the Wairarapa 'natives to let me have the satisfaction . . . of seeing this question settled . . .', he earnestly recommended them to 'accept an arrangement which . . . appeared to me in all respects calculated to promote their own interests, as well as those of the European population. Eventually the natives consented . . .'.<sup>48</sup> It appears from that quotation that Grey tried to tie the deal to a personal favour, a parting gift for him.<sup>49</sup> It also indicates that Maori were not easily swayed. 'Eventually they consented' suggests substantial pressure. Behind the promises lay the threat of action over leasing, now given strength by evidence of action taken by the Government about Castle Point. Grey's role was to give added weight both to the benefits of selling and to the possible difficulties in not selling.

### **3.2.4 The role of Te Hapuku and the Hawke's Bay chiefs**

Alongside the persuasion of Grey, McLean also had the voices of certain Hawke's Bay chiefs to use to encourage those willing to sell, and to weaken the resolve of those resistant. Te Hapuku had long had a presence in Wairarapa. Bell observed in March 1847 that Te Hapuku had a claim derived from his relationship with Pehi Tutepakihi-rangi, a principal Wairarapa chief who led the main return to the area in 1842 but died before the land negotiations began. Because of his link with Pehi, Te Hapuku received a share of the rents paid by the settlers.<sup>50</sup> In his 1850 report on Wairarapa Kemp made these comments regarding Otaraia:

Is situated about 12 miles from Huangarua, and is the Pa built about four years ago when the celebrated chief "Te Hapuku" threatened a hostile descent upon the natives of the valley in consequence of some insult offered by them to his son: he came down from Hawke's Bay, but returned without doing any mischief. The Wairarapa natives were, however, obliged to make an atonement for the insult, and Ngairo was deputed to be the bearer of a considerable sum of money, together with some other articles of value, and to arrange a reconciliation which he accomplished.<sup>51</sup>

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46. See ch 1, p 21

47. McLean to Colonial Secretary, 18 May 1855, AJHR, 1861, C-1/29, p 267

48. Bagnall, p 101, citing Grey to Secretary of State, 27 September 1853, G25/5 (p 363), dispatch 103

49. A parallel example was the 'grand gesture' Grey extracted at the same time from Ngati Toa (Phillipson, *Northern South Island*, Waitangi Tribunal Rangahaua Whanui Series, working paper: first draft, 1995, p 140)

50. Bell to Wakefield, 23 March 1847, GBPP, vol 8, sess 570, p 55

51. Kemp's 'Report', p 239

It is possible that this reported action by Te Hapuku was a successful attempt on his part to increase his share in the leasing rewards. Early on McLean considered Te Hapuku to be a worthy ally. He justified what he considered to be a generous price for the Waipukurau, or 'Te Hapuku's', block by alluding to the future support he would expect from the satisfied chief:

I consider moreover that this liberal treatment of Te Hapuku's claims is likely to ensure that chief's friendly co-operation in purchasing the whole of the country from Hawke's Bay to Wairarapa, of which districts, comprising upwards of 3,000,000 acres, he is allowed to be the most influential and powerful chief.<sup>52</sup>

Not everybody would have agreed with McLean's assessment of Te Hapuku's position in Wairarapa; particularly not those such as Ngatuere, Te Korou, Te Potangaroa or Te Wereta, who were powerful and autonomous chiefs. Nevertheless, he was still very influential. After the first failed attempt to buy the region Bell had bemoaned the lack of a principal chief, since Pehi's death, who could be won over and made use of, the enlistment of Te Hapuku was part of the solution.

Te Hapuku was present at many of the Wairarapa negotiations. Bagnall has pointed out that McLean had not ensured the presence of the chief at the Castle Point purchase. This was so, but Colenso's journals reveal that Te Hapuku, Puhara, Hine-i-paketia, and Hori Niania, all important Hawke's Bay chiefs noted for being eager sellers, were all at Mataikona, an important village within the proposed block, during April 1852 'to transfer more land to the government'.<sup>53</sup> It can be reasonably supposed that they help lay the groundwork for the purchase. McLean often made special reference of the assistance lent to him by Te Hapuku; he signed five deeds during the first session.<sup>54</sup>

### **3.2.5 Other individuals and their motivations**

It has been observed that some Wairarapa Maori were more willing to sell land than others. Te Hapuku was not alone in the vanguard of support for sales. Some chiefs were impressed by the possibility of obtaining individual possession of blocks through a Crown grant. One clear example of this is the case of Raniera Te Iho-o-te-rangi. As early as 1848 Raniera was ahead of the majority in being wooed by the land-purchasers. Kemp noted that protests from Te Manihera Te Rangi-taka-i-waho's tribe had been sent to Wellington against the offer of land made by Raniera.<sup>55</sup> McLean outlined Raniera's role in the first two major purchases in Wairarapa the West and East Lake Blocks, sold on 1 and 7 September 1853 respectively:

An intelligent young Chief Raniera who was the principal claimant to both the districts lately acquired by the Crown, was chiefly induced to relinquish his claims so

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52. McLean to Colonial Secretary, 29 December 1851, GBPP, vol 8, sess 1476, p 63

53. Colenso, *Journal*, 17 April 1852

54. Turton, deeds 96, 96, 104, 118, 122

55. Kemp, *Journal*, 5 November 1848, GBPP, vol 6, sess 1136, p 89

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readily to this portion of the valley, under an understanding that he should have a Crown Grant for a block of land bounded by the Lake and Turanganui River on the one side, and inland by the Te Kope road to the coast . . . Raniera's block is of considerable extent, probably it may contain One thousand four hundred acres, but this is certainly not more than he is entitled to have a grant for, as he is the proprietor of several horses and cattle, and has arranged this morning to purchase fifty or sixty sheep; it is moreover very desirable to secure such possessions to principal Chiefs under Titles from the Crown . . .<sup>56</sup>

McLean greatly underestimated the size of the reserve that Raniera wrestled from him, it was actually 2840 acres.

Te Manihera is often regarded as the most willing seller. In the 1840s he was a young chief from the same area as Ngatuere. He was at the forefront of leasing negotiations, being the one who arranged for the first squatters, Clifford, Vavasour, Bidwill and Petre to come to the area. His questionable methods led him into trouble in 1848 when he is reputed to have forged signatures to a leasing arrangement with Gillies for the Tauherenikau area.<sup>57</sup> When Bell and Kemp pursued the sale of the area in late 1848 Te Manihera had joined Ngatuere in vehement resistance to sale, preferring the leasing arrangement. By 1853 Te Manihera must have been convinced both of the imminent end of leasing and of the benefits of selling for his name was on more deeds than any other. By 1853 he was renowned for his large European style house and his elegant European clothes. He was also an individual proprietor of land and this enabled him to be an elector in 1853. The meeting of electors for 1853 was held at his house.<sup>58</sup> Thus Te Manihera sought to raise his mana. By being at the forefront of negotiations, and by securing large amounts of cash and individually owned Crown title land for himself, his mana would further be raised. He was encouraged by promises of Crown title land and 'having a nice cottage built for himself at Papawai out of the proceeds of the five percents'.<sup>59</sup>

Some chiefs were actuated by personal gain, and McLean was very willing to use their influence to drag the rest along. There is evidence to suggest that McLean worked on a policy of giving bribes to prominent chiefs to gain their support. He was given a *carte blanche* by Featherston, who said the Provincial Council was willing 'to make good any pecuniary engagement into which I may enter, whether for the purpose of paying for the extinction of the Native title, or of otherwise cultivating friendly intercourse between the settlers and the Natives'.<sup>60</sup> If information could be found, detailed research on the private dealings of those chiefs leading the 'selling party' would be useful.

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56. McLean to Colonial Secretary, 7 September 1853, AJHR, 1861, C-1/21, p 261

57. Ballara, 'Ngatuere', DNZB, vol 1, p 317

58. Ballara, 'Te Manihera', DNZB, vol 1, p 498

59. McLean to Grey, 22 September 1853, McLean papers, folder 0004, ATL

60. Featherston to McLean, 10 January 1854, AJHR, 1861, C-1/28, p 265



### **3.2.6 The lack of counter-advice**

At this time when Maori of Wairarapa had been pressured to sell since 1847, and now were under unparalleled pressure from McLean with the support of Grey, the squatters, Te Hapuku, and some individual chiefs, they had available to them very little advice and encouragement on the side of not selling.

Fortuitously for the Crown negotiators the missionary Colenso sinned. From 1848 Colenso had been in a sexual relationship with Ripeka Meretene, a girl from his own household. This relationship had led to the birth of a child in 1851, which in turn led to Colenso's dismissal from the CMS in November 1852. This naturally had a profound effect on Colenso's influence in Wairarapa. He was no longer a missionary, had been dismissed in humiliating circumstances for a 'sin' that he had loudly and repeatedly condemned, and he would no longer have any cause to visit the area from his home near Ahuriri. Colenso's descent in Maori estimation was encouraged by McLean early in 1853. Late in 1852 Colenso was accused of 'a ferocious assault' by the alleged victim. Colenso was supposed to have kicked Wi Tipuna of the Ngati Tapuhara hapu, Hawke's Bay, in the back of the head. Rightly or wrongly in January 1853 Colenso was convicted of the crime by a panel of McLean and two others and fined. This did irrevocable damage to Colenso's mana. As a result the restraining and countervailing voice of the missionary was denied Wairarapa Maori in the crucial year.

Colenso had been a critic of younger chiefs who were ready sellers. These he accused of 'rapacity'. A striking example of this occurred in April 1852. Colenso termed Manihera Te Rangi-taka-i-waho, whom he knew as Maunsell Te Kehu, as 'the leader of the "Herodian" worldly party here'. The two argued bitterly over whether or not Te Manihera and Captain Smith had the right to try one of Colenso's parishioners for adultery. This was something that Colenso regarded as intolerable interference. In his description of the argument Colenso claimed a 'great humiliating victory over Maunsell'. Colenso wrote that Maunsell said he would become a Native Assessor for the region and then force his will, to which suggestion the missionary made a figurative reply suggesting that given an axe he might be able to chop down 'small stuff', but what about the big totara, such as Ngairo and Ngatuere, would he be strong enough to chop them? To this latter suggestion, Colenso wrote, the gathered crowd laughed at Manihera and subjected him to 'ironical chants'.<sup>61</sup> However Colenso, who had certainly been having problems in his parish in the Hawke's Bay, had also been experiencing difficulties in Wairarapa prior to his dismissal. Of the older principal chiefs he had always had difficult relationships with Ngatuere and Te Wereta. From 1851 he had fallen out with Ngairo, Wiremu Te Potangaroa and his village of Mataikona had entered into a period of deep spiritual questioning, and even his once most supportive village Te Kaikokirikiri, the home of Te Korou, was, to Colenso's mind, going cold. On the same day as his reported victory over Te Manihera, Colenso had a terrible altercation with Ngatuere and Ngairo after accidentally insulting the chiefs by throwing out their present of tobacco to another of Colenso's parishioners. Colenso quoted Ngatuere as saying: 'Listen,

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61. Colenso, *Journal*, 4 April 1852

thou execration! No minister shall come here to live! . . . thou non-entity!'. Ngairo, the missionary claimed, wanted to kill him outright, saying 'for why shouldst thou be spared? Of what use, of what earthly good art thou?' Colenso imputed his deliverance to Simon Peter Te Inaki standing between the missionary and the two chiefs throughout.<sup>62</sup> It is therefore difficult to assess Colenso's continuing influence in the early 1850s. It was, however, undermined after January 1853.

There was little other recourse available to Maori. The office of the 'Protector of the Aborigines' was abolished by Grey in 1846. The interests of the Maori were then to be the responsibility of the Native Secretary, whom Grey described in 1847 as having 'no separate establishment of his own, being an officer mixed up with the general Government'.<sup>63</sup> Ward, perhaps flippantly, viewed the position as 'little more than that of a clerk working under the Governor, mainly in the interests of promoting land settlement'.<sup>64</sup> The first Native Secretaries were, successively, J Symonds and C A Dillon, and after the division of New Zealand in New Munster and New Ulster, H T Kemp for the former and Major C L Nugent for the latter. Kemp was based in Wellington and, accordingly, responsible for Wairarapa. As we have seen, Kemp was intimately involved in the process of land purchase. At the same time that he was supposed to be looking after Wairarapa Maori interests in late 1848, he was also attempting to purchase about one million acres for £4000. He might well have not seen the apparent tension between his tasks, if he believed that land purchase and settlement were in the Maori's best interest. For Maori, however, who wanted more disinterested advice on land issues, the Native Secretaryship must have proved a disappointment. The amalgamation of the Native Secretary's role with the new Chief Land Purchase Commissioner's job in 1854 only continued this problem. In 1854 McLean viewed the situation thus: 'As yet, notwithstanding the exertions made by the Government, only four and a half million acres have been acquired out of the estimated area of thirty millions . . . leaving a residue in the undisputed possession of the Natives of Twenty five and a half Millions of acres; they greater portion is lying waste and useless to them, while the Colonists and the influx of population expected into the Country, must be under these circumstances, miserably circumscribed'. McLean described the situation as an evil to be obviated.<sup>65</sup>

### **3.2.7 A period of doubt**

The years when Maori were subject to extreme pressure to give into the land purchaser's desires were also years when Maori in Wairarapa (and elsewhere) were suffering from high rates of sickness and mortality. The years from 1849 to 1851 were particularly bad in this area. Colenso noted many examples: in 10 months to March 1850, 56 people died in Wairarapa, which Colenso calculated to be one thirteenth of the population. On the coast, Akitio lost 5 of its 20 in 1849, while far inland 30 out of the 53 present at Te Hawera when Colenso first visited in 1846 had

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62. Colenso, *Journal*, 4 April 1852

63. Grey to Earl Grey, 4 February 1847, GBPP, vol 5, sess 837, p 92

64. Alan Ward, *A Show of Justice*, Auckland, 1973, p 73

65. McLean to Kemp, 6 November 1854, Walter, p 15

died by May 1851.<sup>66</sup> The deaths continued in 1852, when he travelled through the area in April 1852 Colenso noted 21 people had died on the coast south of Castle Point.<sup>67</sup> Kemp made similar observations: of Huangarua in April 1850. He wrote 'the change that has taken place since [last year's visit] for the worse is almost incredible. Several deaths have taken place, others I saw in a dying state, huts decaying and destroyed, and the whole a complete wreck'. Kemp added, perhaps suggesting it was a consequence, that the local chief Ngairo urged selling the land.<sup>68</sup> What was the effect death and sickness had on Maori responses to European settlement? Chiefs certainly bemoaned the declining fortunes of their people. Te Hiaro, of Te Hawera, spoke of 'the remnants of the tribes of the mighty, of the renowned of former days; now dwelling by two's and three's, among the roots of the big trees of the ancient forests, and among the long reeds by rills in the dells!'. He spoke of their ancestors once spreading over the country 'even as our birds the Koitareke and Kiwi once did' but concluded, 'now their descendants are even as the descendants of these birds, scarce – gone – dead – fast hastening to utter extinction!'.<sup>69</sup> While negotiating for the sale of Waipukurau, to the north, Te Hapuku had noted that his lands were depopulated from war and disease and argued 'I am anxious to have Europeans to replace my tribes, now nearly extinct . . .'.<sup>70</sup> Others, however, were less open about their views. In 1850 Kemp noted a 'strong disinclination' on the part of Maori in remote unpurchased areas for his taking their numbers. This he attributed to a belief that 'by obtaining an accurate account of their numbers (which if small in proportion to the land claimed) Government would acquire it upon whatsoever terms they might think proper'.<sup>71</sup> It seems that in the less populous Wairarapa there was a fear that steadily lessening numbers were steadily lessening their bargaining power. It is difficult to know how far to take this point. Ngatuere's early resistance to Bell and Kemp, for example, showed few signs of a sense of vulnerability.

### **3.2.8 Gaining momentum and issues of mana**

It is arguable, finally, that breaking up the purchases was important to McLean's success. Kemp and Bell had been hindered by the difficulty of obtaining sufficient support from all Maori to make an all-encompassing purchase. By buying in blocks McLean was able to go straight to those who were willing, make some sales, and from there to build some selling momentum. The sight of selling chiefs, such as Raniera or Te Manihera, displaying the consumer goods and capital investments which land proceeds made attainable, might have unsettled those who preferred the smaller, and endangered, income of the leases enough to change their minds. The sight of Hawke's Bay chiefs spending their returns from sales and the sacks of gold to pay them going through the valley might have had a similar effect in the wider sphere.

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66. Goldsmith, pp 50ff

67. Colenso, *Journal*, 5 April 1852

68. Kemp, 'Report No 4, Wairarapa District', 15 April 1850, GBPP, vol 7, sess 1420, pp 238ff

69. Colenso, *Journal*, 4 April 1850

70. McLean, *Diary*, 18 April 1851

71. Kemp 'Return', p 240

It is impossible to speak of 'the Wairarapa response'. There was great variation in the response made by various Wairarapa chiefs – without going into the thinking of the many people of lower rank who signed deeds. Raniera, it seems, was motivated by an admiration of European ways, the promised benefits, and the individual rewards he obtained from McLean and the Government. Whereas, Ngatuere's views may have only been tipped in favour of selling by a combination of his believing in the threatened clamp-down on leases, his need to gain the resources to compete with those who had already sold and by sheer exhaustion after two days of McLean's pressure to sell. Even then, it appears, Ngatuere only assented to the sales, not signing any deeds during the first summer of sales. Chiefs Ngairo, Wiremu Te Potangaroa, Te Wereta and the many others may have lay somewhere in between.

### **3.3 ISSUES ARISING FROM THE FIRST PHASE OF PURCHASES**

Having had a summary of the first sales and a list of possible motivations for Maori to have sold the land, it remains to consider some of the tactics used by McLean in specific instances from which an assessment of their fairness or otherwise might be made. Key issues of the working of the Native Land Purchase Ordinance and the lack of any countervailing advice being available to Maori will not be revisited here.

#### **3.3.1 Inadequate documentation**

The basic questions of what was sold, what was reserved, by whom, and for how much in Wairarapa are exceedingly difficult to ascertain accurately from the deeds. Where there were natural boundaries, such as the sea or a river, the deeds were accurate (although whether a river boundary meant the middle of a river or its bank was not clarified). Beyond that point, the majority were not surveyed and were instead described by various villages and other landmarks. Let us take the Tuhitarata deeds as an example:

The boundaries of the land . . . are these commencing at the bridge at Paharakeke and on to the lower side of the range named Te Kairakauatoe right on to the Whareopakehau on to the Waiparao and on to the land sold by Mitai Poneke, that is to the land occupied by the European McMaster and straight along the said boundary to the Waihora river and the boundary continues in the Waihora river till it ascends at the Motu-o-mango and ascends to Waiwaetea and descends to Makora and crosses to the Kihoreotaerua and goes in a Southerly direction till it reaches Hikapu on to the Nau and thence to the boundary of the land sold by the people of Turanganui an thence in an easterly direction on to the Aorangi range and along that range until it strikes down to Paharakeke and then along the Paharakeke to the bridge.

A document such as this left ample scope for subsequent disagreement about the precise areas sold. Such arguments did occur following 1853 and will be discussed in succeeding chapters.

In the matter of reserves a lot must have depended on oral and visual understandings between McLean and Maori. The Castle Point deed is vague in this way. It read, 'the second portion is Waitutu . . . the third portion is Takapuae . . . one little fishing place for the Maoris at Waimimiha . . .'<sup>72</sup>. Block 1, West Side of Lake, is a typical example. Some reserves were described by landmark boundaries, 'At Patungaamatangi the boundary on one side is at Ponui and at Mataruawai on the other side going inland as far as Pukaiaia'. Such specified areas still left plenty of scope for later misunderstanding. The fourth reserve in this deed was even more vague, 'A place for the Ngatitamao to reside on at Hinakitaka including the residences and cultivations of the Hapu of the Ngatitama residing there'.<sup>73</sup> 'A place' is by no means specific. The Mataoperu deed referred to 'about ten acres to be reserved as a village or resting place for us at Opauawe'.<sup>74</sup> The fourth Whareama block contained an estimated 25,000 acres for which 'one reserve only has been made for ourselves being the place where we reside at Hikurangi'. The deed gave no indication what Hikurangi included.<sup>75</sup> The Te Awaiti deed was of a more flexible nature it seemed, 'The reserves for ourselves are not large being Kepa's settlement at Huariki the landing place at Pukaroro proceeding inland to Rerewakaitu as a cultivation our pa and the land occupied by us at Pataua and it is agreed that if we require more land for cultivating (500) five hundred acres shall be returned to us by the Land Commissioner'.<sup>76</sup>

The most vague deeds were those such as 'Part Pahaua Block and Wilson's Run', which paid a first instalment and deferred final payment until the area was surveyed and the reserves laid out. The initial deed of 29 October 1853 referred to 'the piece of land shown by Hoera to Te Hapuku and Mr. McLean on the east side of Pahaua river'. In the final deed it was written, 'the reserves have been pointed out to Mr McLean and Mr Cooper by Te Wereta Kawakairangi', the reserve described above was now described as 'at Pahaua, the boundary commences at the mouth of the Pahaua river up which it runs until it reaches the boundary marked off for us by the surveyor'.<sup>77</sup> In the Awhea block, the last one negotiated in the first session, the sale was made with the understanding that 'the portions of land out of this sale to be reserved for us will be hereafter settled by Mr McLean when he returns from Auckland'. This demonstrates the great trust that Maori of Awhea, at least, had in McLean. We know that McLean was determined to keep the reserves as small as possible. When arguments arose, as they almost inevitably would about the size of the reserves, under a deed such as this Maori would be in a weak negotiating position (although, it was the Crown in this case that was placed in the weak position later on – see chapter 3). It is possible that agreeing on only vague reserves was a deliberate policy of McLean, to place Maori in a weaker bargaining position. The surveyor Captain Smith was sent out to survey, and thus settle, the areas

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72. Turton, deed 87, p 265

73. Turton, deed 89, p 267

74. Turton, p 275

75. Turton, deed 106, p 286

76. Turton, deed 118, p 301

77. Turton, pp 276ff

reserved after McLean had negotiated a sale: his instructions from McLean were to be as parsimonious as possible.<sup>78</sup>

As well as reserves of land, continued use rights were retained by some deeds. The Whareama 2 block is interesting in this regard: 'The eel fishing is reserved to ourselves. Our cultivation is still to be reserved to us at Mangapiu as a cultivation. The firewood is to be used by the Europeans as well as ourselves, a small piece at Waipupu Watakai and at Te Ruru to be reserved as cultivations for us, the firewood to be used by the Europeans and ourselves the firewood for us to be taken at such times as we are living on these cultivations'.<sup>79</sup> These reserves were vague in extent: did a right to eel fishing give Maori a right to go on land owned privately by other people forever to get their eels? Who actually owned the forests within the cultivations reserved to Maori in which both peoples were entitled to gather wood? In the Western Lake block eel fishing on places not drained by Europeans was reserved, river fishing was reserved in Morrison (deed 92) block while a little fishing place at Waimimiha was reserved in the Castle Point block. In the Eastern Lake block a course way of 100 feet on either side of the river was reserved for Maori. In Kaiwhata (deed 117) also the firewood was to be shared between the Maori and Europeans on reserved cultivation areas. These conditions to the deeds could be construed as vague, but they are also significant in that they may have encouraged the view, had it been present, that the deeds were not simply once-off payments forever closing the deal.

This introduces the difficult question of the understandings of Maori sellers of land in 1853. Given that, by 1853, Wairarapa Maori had observed earlier sales in Hawke's Bay and Wellington, that the Wairarapa deeds included lengthy tangi statements mourning the passing of the land 'forever', and that these people had adroitly managed leasing arrangements on their lands for nearly a decade, it would seem a tenuous argument to say that Wairarapa Maori did not understand the full implications of their decision to sell the land. Such, however, was land commissioner Searancke's expressed opinion to the 1856 board of inquiry on Maori Land. He stated that he believed Maori, in early sales, 'did not suppose they were selling the fee simple of the land'.<sup>80</sup> It would require further research to determine Searancke's possible motives for making such a statement, but it nevertheless highlights a thorny issue. It would be ludicrous to argue that 'street-wise' chiefs such as Te Manihera and old strategists like Ngatuere did not realise they had made a sale. Many of the non-rangatira Maori from small fishing kainga on the coast might not have been so aware of what they signed, but such cannot be easily proved. The murky area emerges about understandings of the exclusive and complete nature of the sale. With some of the use rights outlined above it is possible to see that some confusion could arise.

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78. McLean to Smith, 20 October 1853, AJHR, 1861/26, p 263

79. Turton, p 279

80. H Walter, 'Land Purchase Policy and Administration, 1846-56', draft Waitangi Tribunal Rangahaua Whanui Series, Preliminary Report National Theme B, 1994, p 51

### 3.3.2 Adequacy of reserves

It is very difficult to obtain an accurate picture of the amount of land reserved from the approximately one and a half million acres sold. From the deeds it appears that 12 of the 25 major blocks (not counting the small homestead sales) were sold without reserves: Tuhitarata (89), Moroa/Tauherenikau (91), Waihora (99), Whareama (North) (100), Upokongarua (104), Kuratawhiti (both 110 and 111), Kaiwhata (117), Ahiaruhe (120), 'Part of Smith's Run and piece of bush' (122), Pohaturiki (123/4), and Awhea (126). This striking statistic, however, may be more a reflection of the vague nature of the deeds. The deed for 'Part of Smith's run' block, signed on 9 January 1854, makes no mention of any reserve. Yet, on 28 December of that same year the same sellers sold 'the portion of forest we excluded from the block of land as sold by us on the (9th) ninth day of January (1854) . . . the boundaries of which are specified in this deed Ritokau being the name of this forest'.<sup>81</sup> Similarly, the initial Kaiwhata deed of 27 December 1853 made no reserves, but a subsequent 11 January 1855 enclosure for the same block noted receipt of another payment and outlined four reserves within the boundaries of the block.<sup>82</sup> From these, and other examples, we must conclude the mere absence of any reserves mentioned in the deed does not necessarily prove that none were retained by Maori.

Where there were reserves listed in the deeds it is very difficult to assess their size: there are few estimates given, and, as was pointed out above, the vagueness of their description makes any numerical estimate difficult (any percentages must be seen as an underestimate as it appears the total acreage sold was often overestimated). It can therefore only be tentatively demonstrated that in some cases the area reserved was very slight.

- Of the 25,500 acres (estimated at 40,000 by McLean) of Barton's/Whawhanui block (96) only a 10-acre block and a cultivation were reserved. The cultivation was later sized at 80 acres.<sup>83</sup>
- Of the 14,700 acres (estimated at 38,000 by McLean) of Whareama No 2 (98), two cultivations and the eel fishing were reserved. Perhaps as one of the cultivations, an area called Motuwaireka was retained. Originally, it was 3650 acres but by 1886 it was 630 acres.<sup>84</sup>
- Of the 12,400 acres (estimated at 25,000 by McLean) of the Whareama block (101), two 500-acre blocks were reserved – 8 percent of the total.
- Of the estimated 100,000 acres in the Manawatu block (102), 1000 acres to an individual, and another 1000 to the group were reserved – 2 percent of the total.
- The 7440 acres (estimated at 25,000 by McLean) of Whareama block (106) had as a sole reserve the settlement at Hikurangi (of unknown size).
- Of the estimated 18,000 acres of the Owhanga block (115/116) only 100 acres were reserved to an individual – about 0.06 percent of the total.

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81. Turton, deed 122, p 307

82. Turton, deed 117, pp 297ff

83. Turton, deed 172.

84. AJHR, 1886, G-15

## *Wairarapa*

- Of the estimated 100,000 acres of Te Awaite block (needs computer looks about 35,000 acres) (118) the reserves were described as 'not large', including three settlements, a cultivation, and a possible 500 acres.
- Of the estimated 40,000 acres at Wharekaka (119) 1000 acres were reserved to an individual – 2.5 percent of the total.
- Of the estimated 150,000 acres of the Kuhangawariwari block 1000 acres were reserved for the bishop's school and 1000 for the people – 1.33 percent of the total.

There were certain purchases which appear to have allowed for more substantial reserves.

- The Castle Point block was estimated at 275,000 acres and had 10 places reserved. Most of these appear to be quite small but Whakataki (about 7000 acres), Akitio (about 400 acres), and Mataikona (about 18,000 acres) were substantial.
- Similarly, there were numerous reserves in the Puhawa block – Te Unuunu, 1775 acres, Waikekeno, 1660, and five others totalling another 1500 acres. Notably most of the reserved land there was in the best location along the coast. The reserved area was a little over 4 percent of the total.
- The East Side of the Lake block, estimated by McLean to be 120,000 acres but actually nearer to 60,000, contained a number of reserves. The largest, 2840 acres, went solely to Raniera Te Iho while Whakatomotomo was 1160 acres. The total reserved area was about 5000 acres, or 8 percent of the total area.
- The Awhea block had only a promise of reserves. When the reserve was decided eight years later it was 2280 acres of the block's best land. This represented 15 percent of the block's area, but a far greater portion of its value.

What was the status of this land? In 1853, this was far from clear. In 1851, McLean had promised the Hawke's Bay Maori that their the reserves would be inalienable and protected by law.<sup>85</sup> It is not clear whether such an impression was given in Wairarapa. There does not seem to have been an understanding that all reserves were permanent. Even in the first summer of sales some areas reserved from larger blocks were sold. 'Part block No 1 (West Side of the Lake)' (109), of 14 December 1853, was the sale of the an area reserved in the West Side of the Lake block only 10 weeks before. One of the block's larger reserves was sold, but the total price was increased by 20 percent – the reserve fetched £400. On 15 December 1853, 200 acres were sold, comprising the 'Ruamahanga' block (113). This was land reserved from the 'purchase at Tuitarata of Rakaiwakairi' – either the East Side the Lake, or Tuhitarata block. One hundred pounds was paid for another of the west side of the lake reserves, Waiorongomai bush (114), on 22 December 1853. The largest sale was of Owhanga, or Te Manihera's, block: 18,000 acres of reserved land (presumably from the Moroa/Tauherenikau block) were sold by Manihera in Wellington for £1000. Reserves from these early purchases continued to be sold occasionally, although the majority were retained at least until the turn of the century.

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85. McLean to Colonial Secretary, 9 July 1851, AJHR, 1862, C-1/6, p 312



It is very difficult to give an accurate figure representing the land reserved between June 1853 and January 1854. The inadequate documentation, that sizes were hardly ever given in the deeds, means that an 1871 list is the first we have available. By then a number had been sold. It is unlikely, however, that by the end of January any more than 50,000 of the 1,500,000 acres sold remained reserved. If 50,000 acres had been reserved it would represent 3.3 percent of what had been sold.

Two difficult questions present themselves for the Tribunal to consider. Were the reserves retained by Maori in this first burst of sales adequate? The amount of land left unsold, about 25 percent, and the number of Maori to share that, between 750 and 900, are important aspects of that question. Secondly, should all the reserves have been made inalienable? That is, is the sale of some reserves some kind of treaty breach? One gets the impression from the rapid sale of some reserves that the sellers regarded the retention of some reserves as merely a means to increase the total price for a block, through the retention of valuable portions that could soon be sold at a higher rate. It then becomes a question of whether the sellers had a mandate to sell from all the owners.

### **3.3.3 The sellers**

When considering the sale of reserves it is worth asking who sold the land. Part block 1 and Waiorongomai block were both sold by Raniera Te Iho and Wiremu Tamihana Hiko. The Ruamahanga block was also sold by Hiko, this time with Tutere Kingi Wakahaurangi and Raniera Roimata. Raniera and Hiko were two of the prominent younger sellers. An analysis of the signatures on the deeds as a whole gives some indication of the representation of Maori when deeds were signed. There were 301 signatures on the Castle Point block deed. Excluding the Castle Point block, throughout the other deeds of the first session, at least 140 different individuals were represented as signers. This figure could well be higher for on seven of the deeds not all the names were listed – rather six or so names were given and the phrase ‘here follow additional native signatures’.<sup>86</sup>

Some sellers do appear from the lists more regularly than most, while some important chiefs do not appear, or do so seldomly. From quick calculations the most frequent signers for the first session were:

Manihera Te Rangitakaiwhao	11 times
Wiremu Kingi Tutepakihirangi	10 times
Piripi Patoromu (Po)	8 times
Te Wereta Kawakairangi	8 times
Ngairo Takatakaputa	8 times
Wiremu Tamehana Hiko	6 times
Raniera Te Iho	7 times
Hemi Te Miha	5 times
Te Hapuku	5 times
Hamuere Te Rangi	4 times

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86. Turton, deeds 88, 89, 91, 94, 96, 97, 98

## *Wairarapa*

Apererama Te Ao                      4 times

Important chiefs who were not or only minimally represented are:

Ngatuere	Not at all
Haimona Pita	Not at all (although he died somewhere between April 1852 and December 1853)
Retimona Te Korou	2 times
Wiremu Te Potangaroa	2 times
Piata Te Hiko	2 times <sup>87</sup>

These statistics, basic as they are, raise some interesting questions which cannot be comprehensively answered. Did younger chiefs such as Te Manihera, Raniera Te Iho or Wiremu Kingi have a mandate sufficient to reflect their large influence in the deeds? Were they acting in accordance with the wishes of the people of lower rank and/or some of the elder chiefs who remained aloof from many of the deeds? Were the deeds that some arranged in Wellington during late December 1853 arranged with the consent of all the people? Or, were they for their individual reasons and in collusion with McLean going ahead of the wishes of many people and dragging them unwillingly into transactions they would rather not have entered into?

At the other end of the spectrum, the role of Ngatuere is interesting. He was the dominant chief of the middle valley, although increasingly challenged in this regard by the young Te Manihera. From the documentary evidence it appears that Ngatuere remained hostile to sales through this period. Alienation occurred in his area only after he was browbeaten into silence and assent by McLean so that sellers like Te Manihera were allowed a free hand. McLean argued at length with Ngatuere in mid-September, writing '[Ngatuere] with his followers has fought hard against the sale for the last two days, but I expect that this day must exhaust his opposition considerably'. He cited his success in weakening the leasing system and the support of Te Manihera as the keys to his success.<sup>88</sup> It is thus debatable that Ngatuere and his followers were ever willing sellers. McLean seemed to regard an unwillingness to sell as obstinacy to be overcome rather than a right of choice to be respected.

Excluding the Castle Point deed there were 267 signatures put to deeds, plus the additional signers to seven of them. The fact that there were over 140 different names appended suggests significant variation of the people involved, especially as it would have been quite normal for a person to have interests in more than one block. Most of the deeds in the different areas – lower valley, central valley, Manawatu area, East Coast north and south of Castle Point – reflected the different ownership. Both Ngati Kahungunu and Rangitane were well represented. It would thus be wrong to conclude that Wairarapa was sold only by a few. The deeds that were signed only by prominent sellers perhaps warrant further attention.<sup>89</sup>

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87. There may be some inaccuracies in this list – counting is confused by different names being used for the same individual.

88. McLean to Grey, 14 September 1853, McLean papers, folder 0004, ATL

89. See Wairarapa deeds table

### 3.3.4 Price

The appended table demonstrates the total price and price per acre for the various blocks. Clearly, there was variation in the returns for land. The pricing falls into three general groups: the smaller blocks, or homesteads, received relatively high prices, medium sized blocks (between 1000 and 20,000 acres) received relatively less, while the larger blocks obtained low prices. From the digital estimates of the size of certain blocks we are able to gauge the price paid per acre for some of the larger blocks:

Pahaua	110,000 acres at 2.72d an acre <sup>90</sup>
Whareama (100)	55, 079 acres at 1.31d an acre
Whareama (101)	12,395 acres at 1.94d an acre
Whareama (106)	7443 acres at 3.22d an acre

Prices naturally would have reflected in part the quality of the land. It seems peculiar, however, that the Whareama basin, which was attractive to lease holders prior to sales, sold for just over a tenth of the price per acre that the Wharekaka Plains fetched, valuable though the latter were. One cannot assume, however, that agricultural potential was the prime factor in Maori valuation of land. The land's history made some pieces far more valuable to Maori than other areas. Meanwhile, the smaller homestead blocks regularly returned from five shillings to £1 an acre.

The table shows then that there was considerable variations in the fortune of Maori depending upon where they were. Some general observations may be made on the pricing policy of the Government of the time. Where prices were low it is arguable that the Government was unfairly using its pre-emptive right in the purchase of land in conjunction with its threat to end leases to push down prices to the detriment of the Maori owners. The point was raised at the time by Auckland settler Alderman Powditch. For his own reasons, Powditch argued that use of Crown preemption was subversive to the interests of Maori by depriving them of a fair price. The Crown's answer to Powditch's claims alluded to the principles established where European government dealt with 'uncivilised tribes', and claimed that without Crown preemption Maori would be disadvantaged by Europeans with 'superior knowledge', while other Maori would sell land which they had no right to sell – results that Crown preemption did not appear to avert. The Crown's last point contained the nub of the matter: abandoning Crown preemption would lead to 'very inconvenient results'.<sup>91</sup> At the time of the first purchases McLean told his superiors, 'I cannot help thinking that the land has been secured at a wonderfully cheap rate'. He outlined the instance of the 899 acres of the Kaiwhaka block being bought on 19 September for £100 (at 2s 2.7d per acre) and 800 acres immediately being sold to Smith at 10 shillings an acre, making the Government a clear gain of £300.<sup>92</sup> Of course, it was in McLean's personal interest to highlight his success in this regard.

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90. Subsequently, more was, however, paid for this block. See ch 4.

91. A Powditch, 'Address', GBPP, vol 9, sess 1779, pp 120ff, and Colonial Land/Emigration Office reply, GBPP, vol 9, sess 1779, pp 373ff

92. McLean to Civil Secretary, 20 September 1853, AJHR, 1861/23, p 262

### 3.3.5 Prepayments

Part of the success of McLean's mission in 1853 had been the abandonment of attempts to make one large purchase of the area, and instead to chip off smaller areas where Maori were willing to sell and expand outwards from there. That logic could be taken a step further to ensure success even in areas where resistance may have remained. One tactic that McLean sometimes employed was to obtain some basis of sale of a block from some interested party and then force the completion of the purchase on the other, and sometimes more legitimate, owners regardless of their desire to sell the land. By refusing ever to take back money given to any group, or to stop negotiations once they had started, he could deprive legitimate owners of the land of any free choice in the matter of seller.

One is suspicious of this strategy when there is evidence of payment prior to the signing of the official deed, particularly if the first payment was made to chiefs with general interests such as Te Hapuku, Te Wereta, or Piripi Pataromu and the later payment made to local residents. At least four possible examples of this can be demonstrated from Turton's deeds for the first session of purchases. The Upokongaruru block was originally sold on 29 October 1853 by Te Hapuku, Te Wereta, Pataromu Te Patu, and Piripi Pataromu. On 10 December 1853, another £200 was paid to Maori of the area. The Kuhangawariwari deed was signed on 11 January 1854, but £300 had been paid on 14 October 1853, and earlier payments were made for the Kaiwhata (117) and the Manawatu (102) deeds. The documentation, however, is confusing and inadequate so that exhaustive research would be required if any firm conclusions were considered necessary.

A variant of this tactic was employed by McLean when he dealt with Barton's block (also known as the Mataopera and Whawhanui blocks). About 80,000 acres of the area had been surrendered by Te Wereta in 1845 at the instigation of the Native Protector Forsaith. This transaction, which McLean described as 'a dubious and most incomplete cession' to the Crown, was forced on Te Wereta in punishment for the chief taking utu from some of Barton's employees after a fracas. In 1853, McLean viewed the cession as an injustice and noted that others with claims to the land were ignored by Forsaith. Yet, McLean did not consider acknowledging the injustice and offering Maori of the area a free choice of what they then wanted to do with the land. Instead, he argued that as the deed had received the official sanction of Major Richmond, the superintendent, and the Governor it could not be repudiated. McLean suggested that Maori offer a bit more land and then he would pay them for the whole area. Somebody's figures must have been wrong for the total land sold now was 40,000 acres. This received the relatively high price of £1000, or sixpence an acre. The only way then that Maori could find redress for an admitted injustice was to sell more land. The disquiet about this arrangement can be inferred from McLean's concluding understatement, 'to this the Natives after some discussion assented'.<sup>93</sup>

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93. McLean to Civil Secretary, 2 September 1853, AJHR, 1861, C-1/18, pp 258ff

### **3.3.6 February 1854**

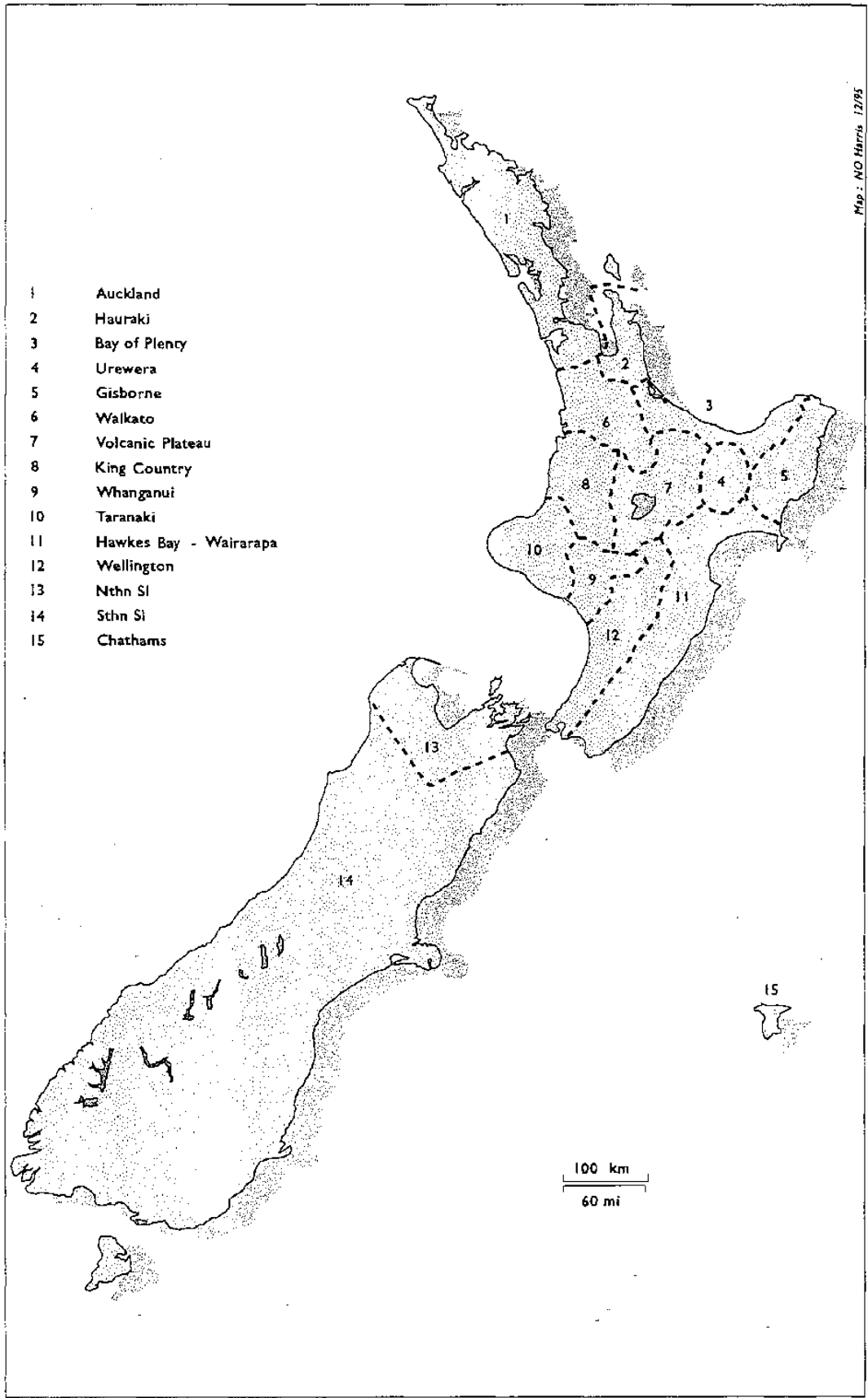
By the end of January, the Government had bought about 1.5 million acres of Wairarapa, about three-quarters of the land area. Without substantial research, this figure must remain unsatisfactorily vague. In the middle of January 1854, McLean estimated that Wairarapa Maori had sold almost all the land that they wanted to sell, except towards Hawke's Bay.<sup>94</sup> In the north, as McLean suggested, lay large unpurchased areas. The spine of mountains extending north from Cape Palliser and dividing the valley from the coast was left unpurchased in the south. There were areas at the extreme south and north of the valley still in Maori hands, as well as reserved lands. The question that confronted purchasers was how much land were they to ensure Maori retained? In 1847, Grey had informed Earl Grey that Maori needed more than just land for cultivation, including habitats for fernroot, fishing, eels, and birds and 'extensive runs' for wild pigs, and that they could not be confined to small pieces of land for cropping until their economy and farming practices had undergone further change.<sup>95</sup> Yet the instruction most remembered by purchasers was Grey's injunction to 'extinguish Native title to as great an extent as possible'.<sup>96</sup> Grey's phrasing was deliberate; 'extinguishing Native title' avoided full recognition of proprietorship or exclusive possession in the first place. The next chapter will outline the Government's continuation of its determination to extinguish native title to as great an extent as possible, and the chorus of protest that was soon to be heard.

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94. McLean to Featherston, 14 January 1854, AJHR, 1861, C-1, p 266

95. Grey to Earl Grey, 7 April 1847 (quoted in Phillipson, p 91)

96. Featherston to McLean, 10 January 1854, AJHR, 1861, C-1, p 265

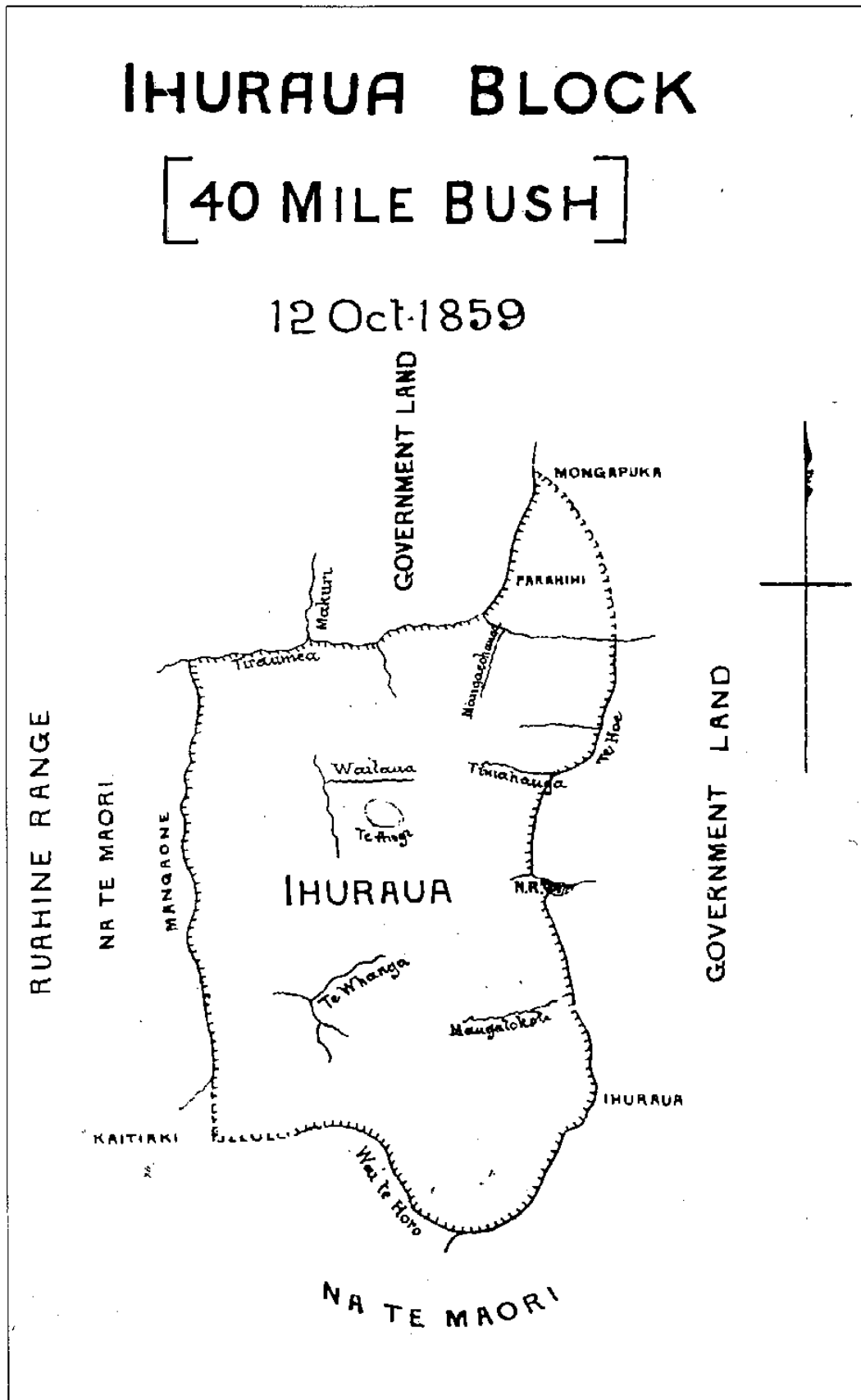


Map 1: Rangahaua Whanui districts

# IHURAU BLOCK

[40 MILE BUSH]

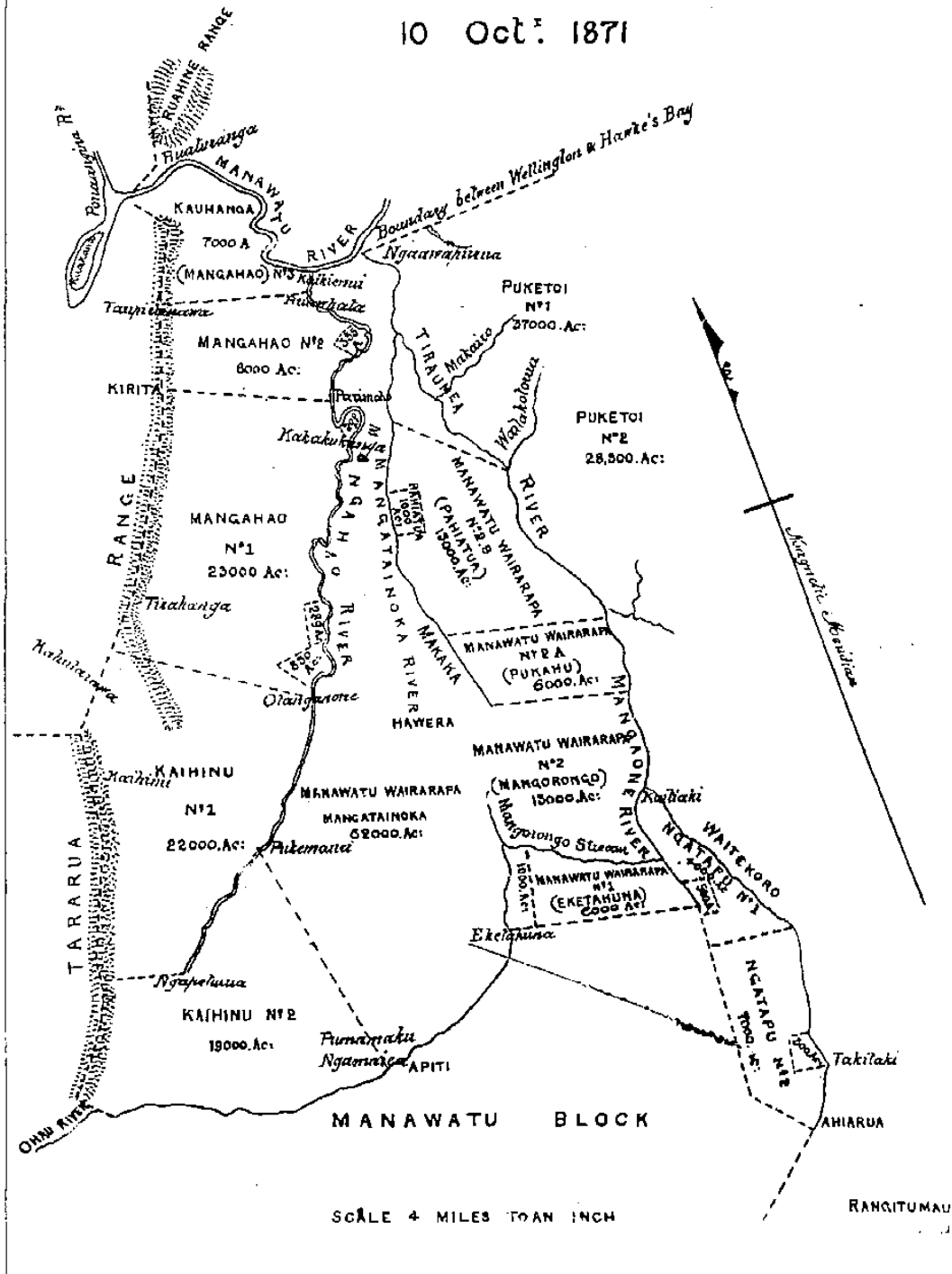
12 Oct 1859



Map 2: The Ihurau block

# SEVENTY MILE BUSH

10 Oct<sup>r</sup>. 1871

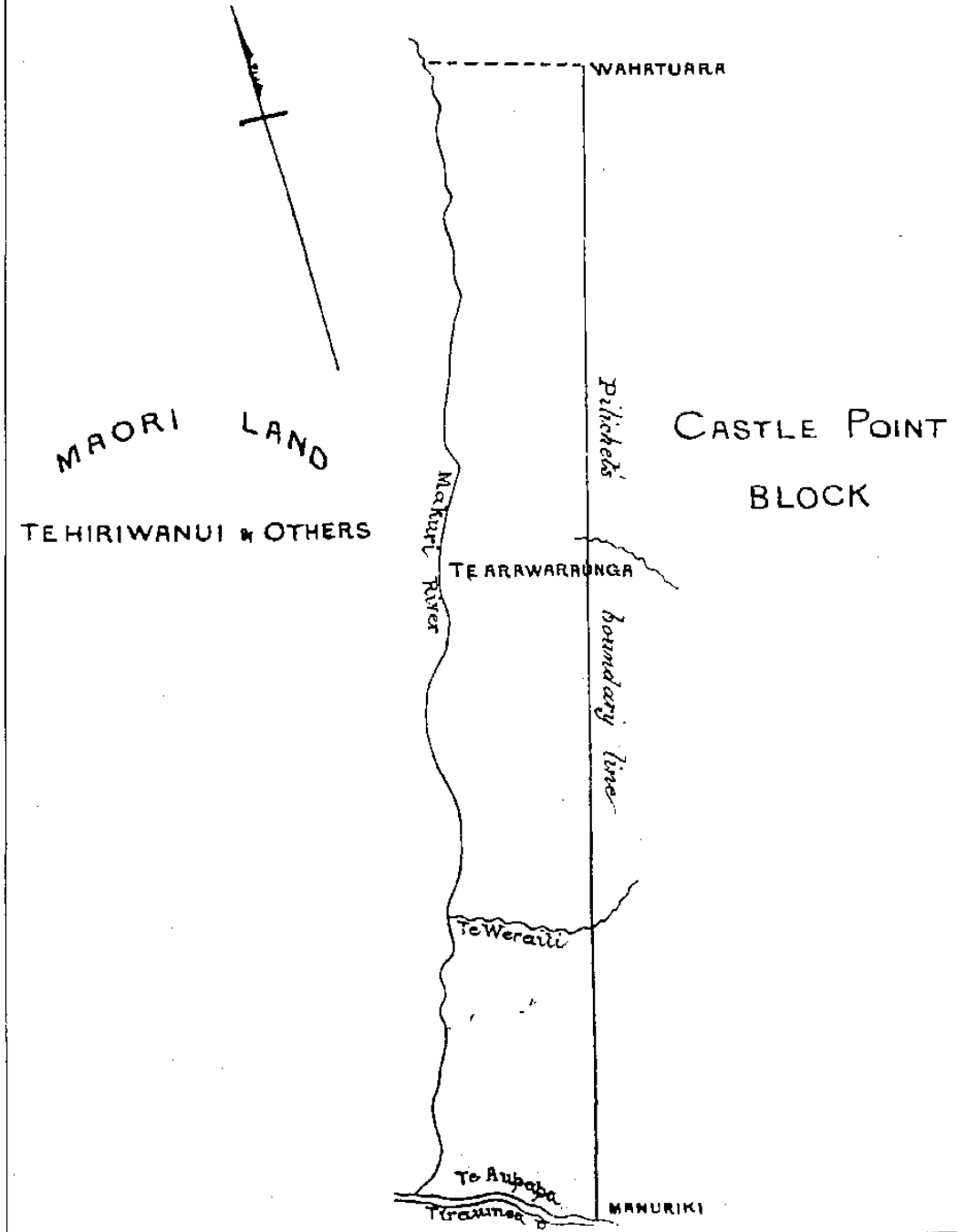


Map 3: Seventy Mile Bush



# MAKURI BLOCK

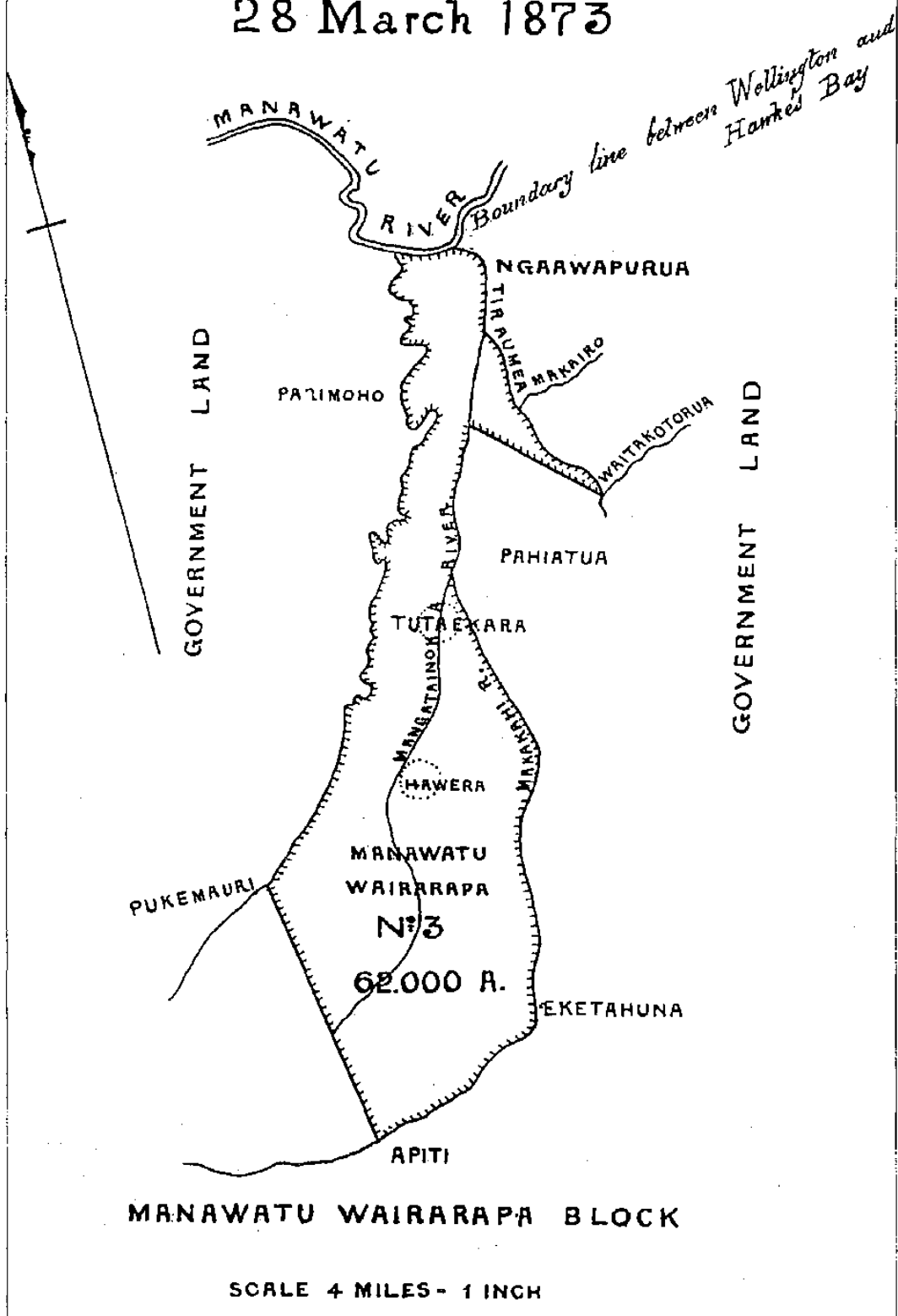
7 Oct-1859



Map 4: The Makuri block

# MANGATAINOKA

28 March 1873

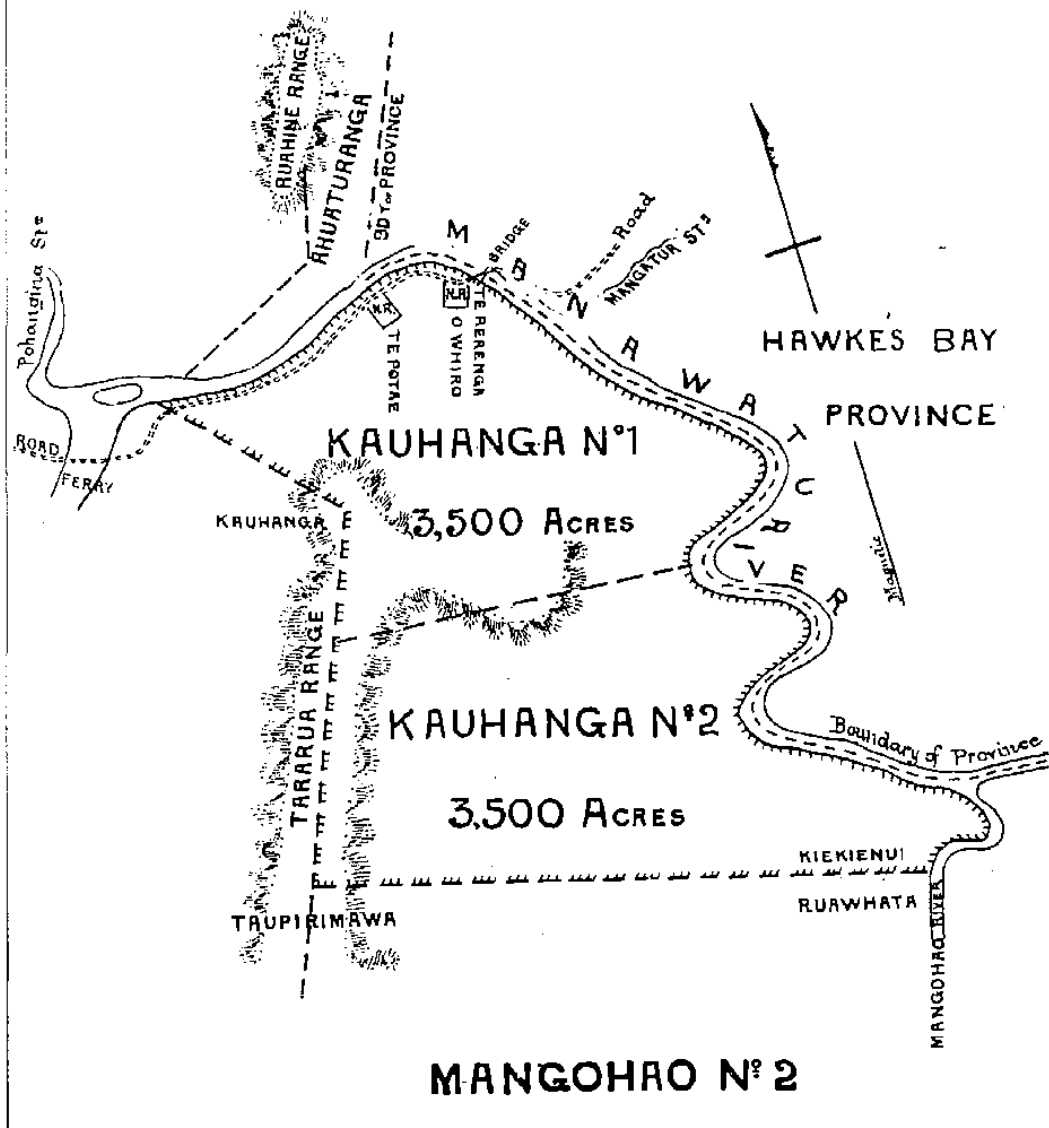


MANAWATU WAIRARAPA BLOCK

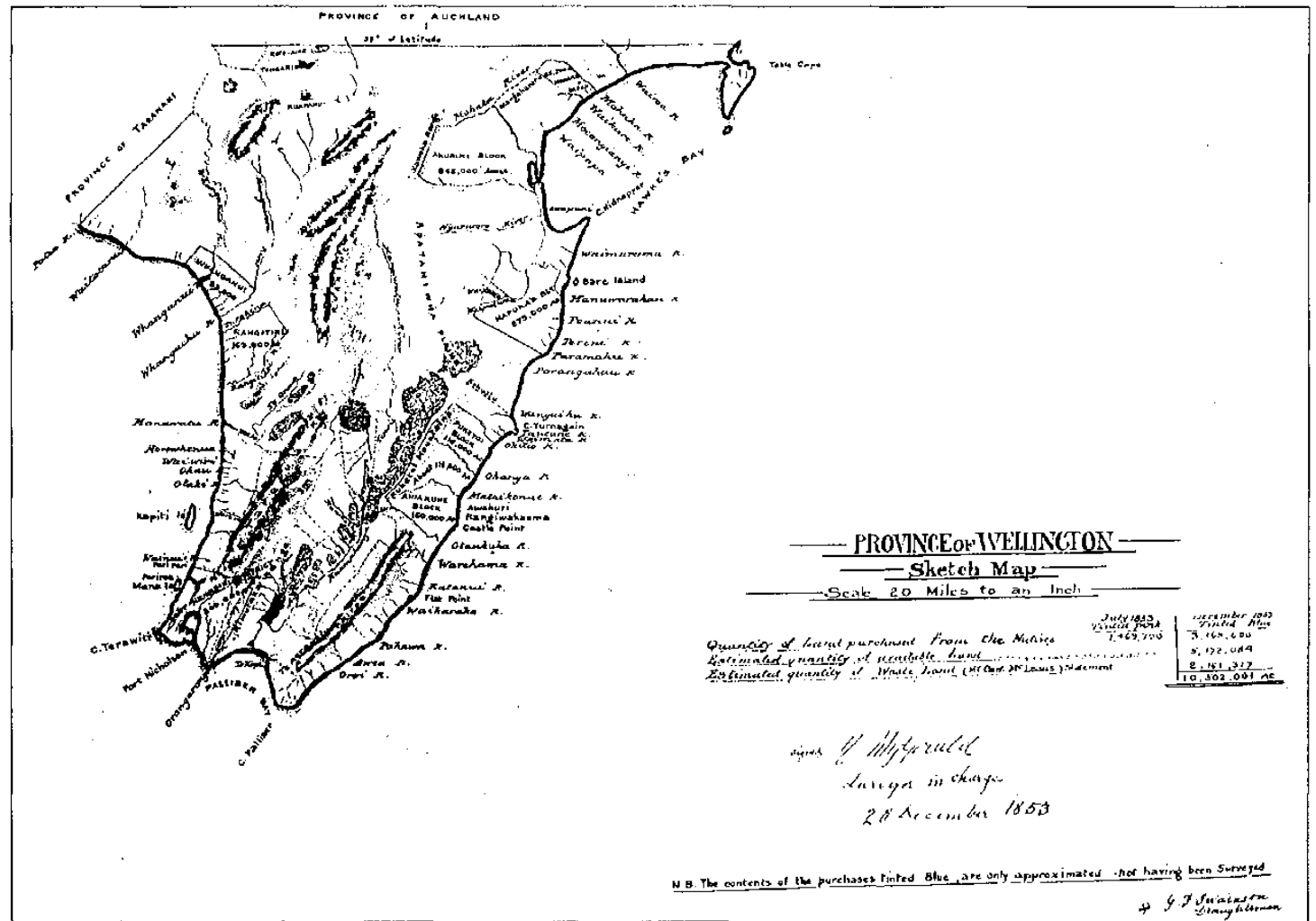
SCALE 4 MILES - 1 INCH

Map 5: Mangatainoka

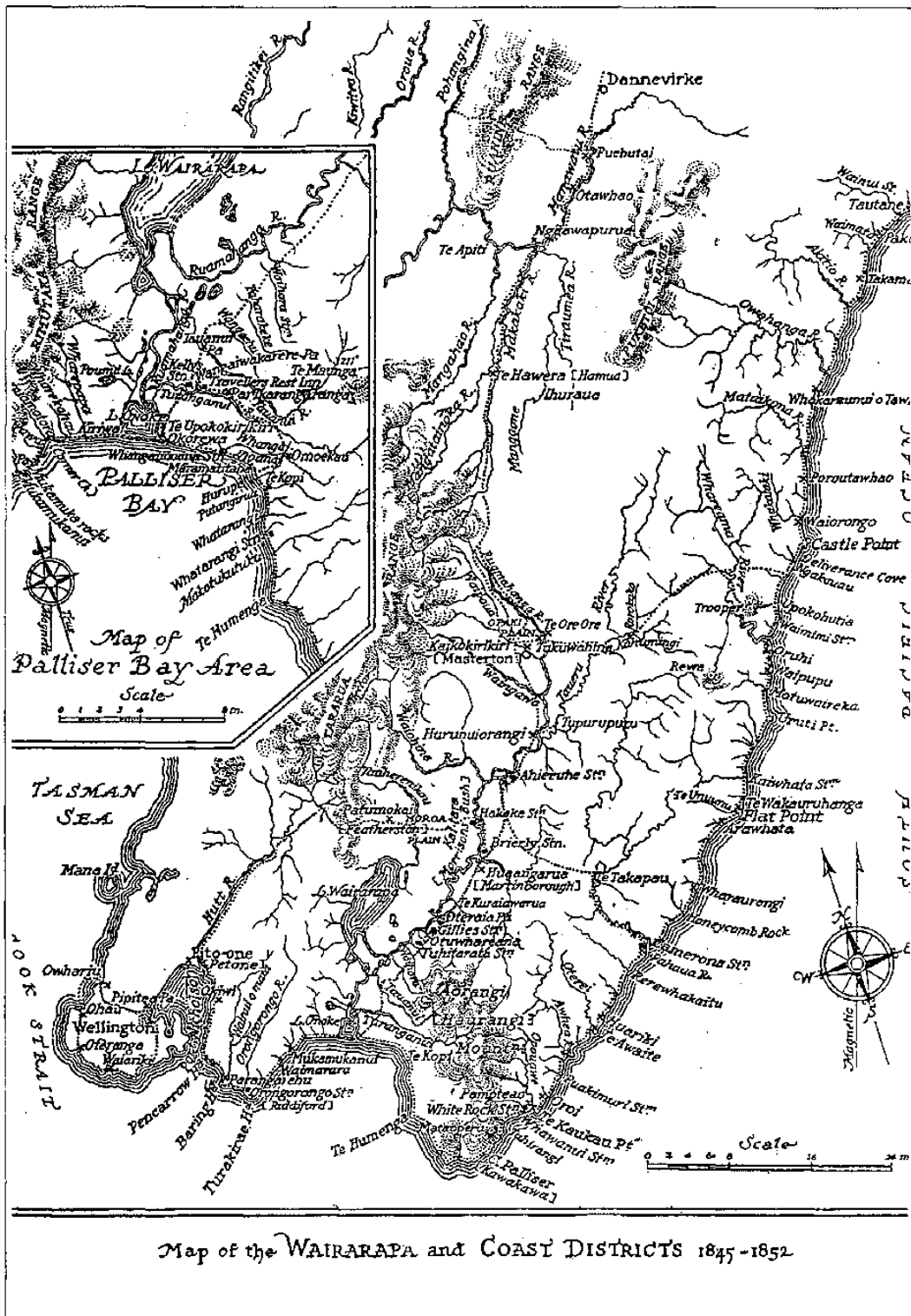
16 Apr - 1873



Map 6: Kauhanga 1 and 2



Map 7: The Province of Wellington



Map 8: Wairarapa and coast districts, 1845-52

Overleaf: Seventy Mile Bush district (map 9)

SEVENTY MILE BUSH DIST.

JULY

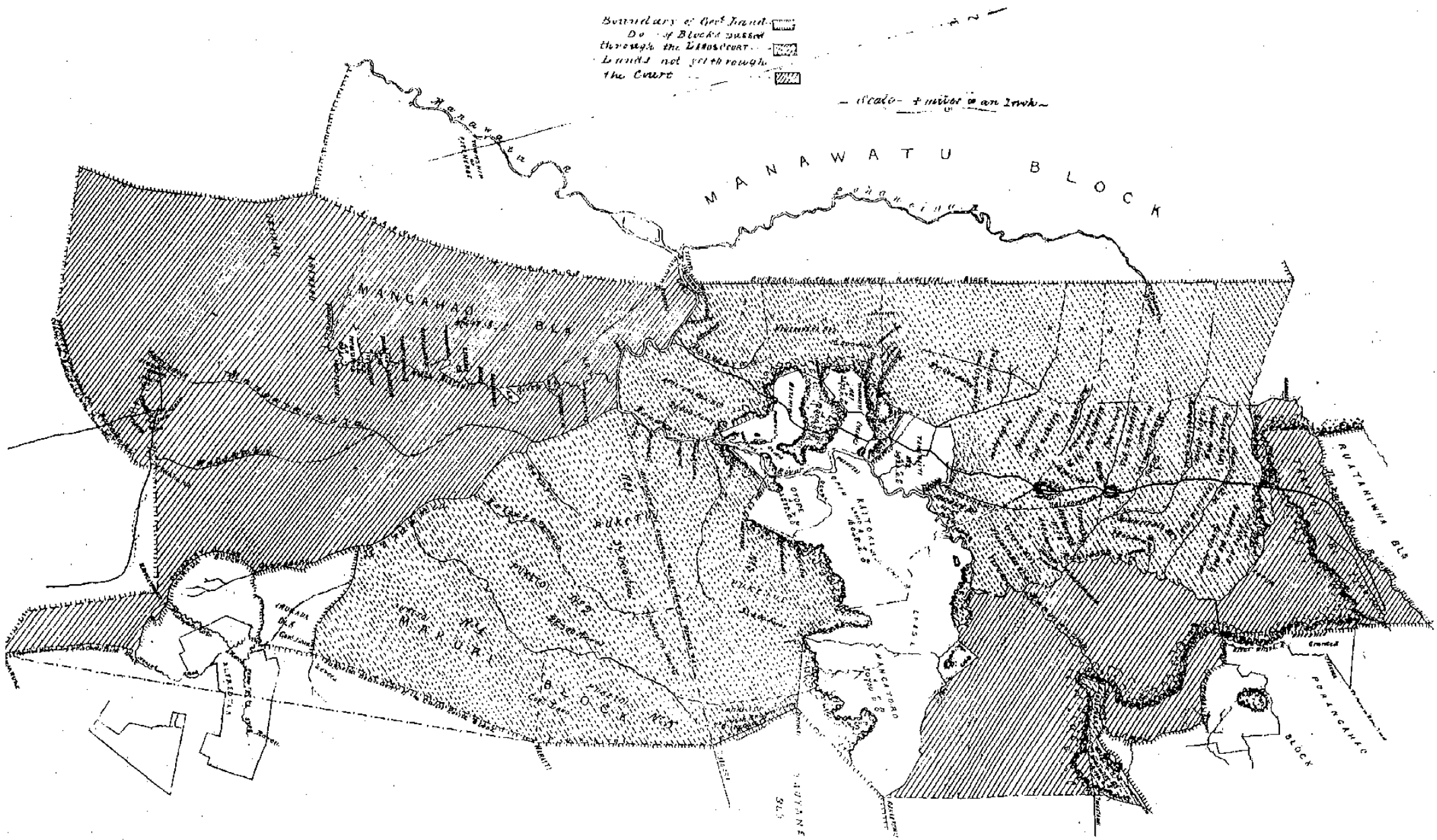
accompanying Letter of

HIS HONOR MR ORMOND

NO. 1000  
REFERENCE

Boundary of Govt Land  
Do of Blocks passed through the Lands Court  
Limits not yet through the Court

Scale - 1 mile to an Inch



## CHAPTER 4

# CROWN PURCHASES AND LAND ISSUES, 1854–65

On 14 January 1854, McLean wrote to Featherston, the superintendent of the Wellington province, telling him that Wairarapa chiefs had sold him all the lands they were prepared to sell, except those extending on to Hawke's Bay (the Seventy Mile Bush).<sup>1</sup> Indeed, as we have seen in the last chapter, Maori of the Wairarapa district had sold about three quarters of their land. This was a proportion far exceeding that of any other group in the North Island (south of Auckland). But the sale of Wairarapa land did not cease in early 1854. This chapter will deal with the years 1854 through to 1865, a time when about a third of the land Maori still held was alienated through Crown purchases.

### 4.1 FIRST SIGNS OF DISCONTENT

The chapter will deal with land history of Wairarapa chronologically. The process of land sale, or purchase depending on one's orientation, occurred alongside the growth of Maori discontent with what had happened, what was still proceeding, and what was yet to occur. No sooner had the first session of purchases in Wairarapa been completed in January 1854 then problems started to emerge. The Small Farm Association's surveyor William Corbett on his arrival at Wharekaka (sold during the summer of 1853–54) was refused the right to survey the block by Ngairo and Te Hiko as they declared that they had not received any of the £1000 paid to Te Manihera. It took long arguments and promises from Te Manihera to distribute more evenly the next instalment to settle the matter.<sup>2</sup> In August of that year early European arrivals at Masterton entered into an uncertain relationship with local Maori. One settler, Dixon, assumed that the town site itself had not been purchased, for local Maori were demanding five shillings for every tree cut down.<sup>3</sup> There seemed to be debate about where the boundaries of sale lay. These instances were signs of things to come.

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1. McLean to Featherston, 14 January 1854, AJHR, 1861, C-1/28, p 266

2. Bagnall, p 130

3. Bagnall, p 154

#### 4.2 NOVEMBER 1854 TO FEBRUARY 1855: McLEAN'S SECOND WAVE OF PURCHASES

Between November 1854 and February 1855 McLean returned to the area and made a series of smaller purchases and advances. This constituted a kind of 'mopping up' expedition after the work of the previous summer. The first receipts from this period document two 'ad hoc' payments McLean paid to individuals: £6 5s to Wi Te Tiwai for his land at Waiariki and £50 to Te Kepa from Wanganui for his claims to Wairarapa land.<sup>4</sup> He began to break new ground in a space of three days between 30 November and 1 December. Advances were paid on four blocks: Kaimatarau (location uncertain), £200; Kaiaho (north-west of Masterton), £100; Otahua (east of Masterton between the Taueru and Whangaehu Rivers), £200; and Papawhakarau (location uncertain), £100. All these deed receipts gave general boundaries and stated that final settlement would be arranged when the size and quality of the area was known, yet it was clearly written that the land was 'fully and finally handed over'. Even though more money was to be paid, the implication was that there was to be no going back on the ultimate alienation. Three of the blocks were signed away by five chiefs and the other by only three.<sup>5</sup>

McLean's first two *completed* purchases exhibited many of the same problems as his purchases of the previous summer. The Maramamau block (between the lake and the Ruamahanga River) contained an estimated 5000 acres and sold on 4 December 1854 for £700. The Kahutara block (also between the lake and the river but to the south of Maramamau) included about 15,500 acres and sold the next day for £650. The boundaries on the respective deeds were described by simple locations, accurate surveyed boundaries were no nearer than before. Neither of the two deeds mentioned any reserves. These first two purchases of December 1854 also pointed to a worsening trend in the area's purchases. Deeds contained fewer and fewer signatures. The Maramamau deed was signed by only seven sellers and Kahutara only five. Kahutara's five also signed Maramamau. The apparent beneficiaries of the sale were few and they were all prominent chiefs: Ngatuere, Wi Kingi Tutepakihirangi, Hiko Te Taati and others.<sup>6</sup> The agreements were signed in Wellington, which increased the possibility of the sellers spending the money before returning, and increased doubts about the consent of all interested Maori to the sale. A few days later on 9 December in Wellington two chiefs, Patoromu Te Aputu and Piripi Patoromu, 'entirely conveyed' the Waikaraka block (on the East Coast, just south of Point Ureti) to the Crown, receiving £100 then and there and awaiting more when 'the survey has been completed and when the land has been looked over by the Europeans'. Two vaguely described reserves were retained.<sup>7</sup>

The next four sales were made in the space of a few days. On 23 December the Kuripuni block sold (immediately west of Masterton), 300 acres for £150. This deed

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4. Turton, deed receipts 27, 28

5. Turton, deed receipts 29-32

6. Turton, deeds 127, 128

7. Turton, deed receipt 33



contained only eight signatures and, disturbingly, recorded only first names.<sup>8</sup> Another piece of Smith's run, this time at Paeroa (on the eastern bank of the Ruamahanga, parallel with Featherston), was added on 27 December. A £200 advance had been made on this 2500-acre block at Wellington on 27 December 1853. It is possible the decision to sell the block and the division of the money fell to the three recipients of that advance, Ngairo and two others. Fifteen signed for the last £300 a year later; again the majority of these were major chiefs. The same day that McLean concluded the Paeroa block purchase, he advanced £400 on the Te Karamu block (north-west from Masterton behind Kaiaho and towards the Tararua Ranges), which was estimated at 30,000 acres. Interestingly, a month before G S Cooper had also made an advance on the same block, this time for £200. Only three chiefs signed Cooper's deed, while 15 signed McLean's.<sup>9</sup> The next day, 28 December 1854, a similar second advance was made on a block, this time the Hikuwera and Taratahi block (the area west of the Ruamahanga River, east of the Tararua Ranges, north of Featherston and south of Masterton). Again the initial payment had been made in dubious circumstances – on 30 November 1854 in Wellington £100 each was advanced to Wi Kingi Tutepakihirangi and Te Hiko Te Taati. The second advance in December was for £600, and there were 28 signatures. The boundaries of this deed were of the general location-marker type, and there was included a unspecific reserve for eel-fishing, which was not to exceed 100 acres.<sup>10</sup> It is always difficult to know how the initial decision to sell the land was made. Was it merely made at Wellington by two chiefs for immediate personal gain? These sales and advances further demonstrated the contraction of numbers involved in the process of alienation.

Two reserves from earlier purchases were sold on 9 January 1855. Fifty acres about Mataikona were sold as a homestead to John Sutherland for £40. This land must have come from part of the larger Mataikona area reserved from the Castle Point block. Sutherland had squatted in the area prior to 1853. For his co-operation in the purchase negotiations he was able to lease part of the Crown's purchase inland from Mataikona. For a while, it appears, he also used part of the Mataikona reserve, probably this 50 acres. Six prominent sellers from the area signed the deed.<sup>11</sup> Whakataki reserve (on the East Coast just north of Castle Point) contained about 7000 acres and it had been withheld from the Castle Point block. It was sold for £200, which appears to be extraordinarily low for a large area specifically reserved. In contrast to the over 300 who signed the original Castle Point deed only eight signed the sale of this large reserve, among whom was Te Hapuku from Hawke's Bay. The deed for this sale is quite unique as it gives a reason for the sale:

The reason for our consenting to the sale of this piece of land is to put an end to our native customs relative to that piece of land we wish to cede to the Queen that we may be enabled to purchase suitable pieces for ourselves out of that block of land according

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8. The new district commissioner for the area, G S Cooper, had made an advance of £100 for Donald's station, which was in the same area on 29 November that year.

9. Turton, deed 131

10. Turton, deed 132

11. Turton, deed 134; Bagnall, p 98

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to the Government mode of selling land by the Government of New Zealand the pieces for us to be bought this year (1855) . . . and kept open to the third year (1857) . . . that piece is to be kept open to be purchased by us . . .<sup>12</sup>

This caveat on the deed is a clear example of a curious practise that appears to have been comparatively widespread in Wairarapa. Wairarapa Maori on several occasions seemed willing to sell land for a low rate and to buy back portions of it at a substantially higher rate. (This issue will be discussed in some detail later on in the chapter.)

On the same day that the two reserves were sold McLean also opened negotiations on three other blocks by making advances. These blocks were fully sold but the balance would be paid when the size and quality of the blocks were ascertained. Three signed for the £60 advanced on the Te Aupapa block, five signed for the £50 advanced on the Puketoi block, and nine signed for the Parahihi block. All three blocks were in the area of the Seventy Mile Bush.

Later in January McLean obtained a 150-acre block near Greytown for 10 shillings an acre. The block was called Kuratawhiti and there were only five chiefly signatures on the deed. Finally, for the summer of 1854–55, an advance was made on the large Maungaraki block (east of Masterton) on 14 February 1855. The advance was made in Wellington and again only two, Pihara and Tamaiti Heke, committed the rest of the people to the sale of at least part of the land, while also receiving the £200 McLean gave on that occasion. Like most of the blocks which had advances made on them, the negotiations took years to complete. On the same day McLean gave £20 to a half caste, Margaret Stoodley, who claimed a share in land sold in the area through her Ngati Kahungunu descent. On 7 March 1855 McLean also paid £100 to satisfy the claims of the Ahuriri chief Tareha and two others to Wairarapa.

In this period of three months McLean produced bursts of rapid purchasing. An estimated total of 30,200 acres was sold, although allowing for exaggeration of block sizes this might have been closer to 25,000 acres. Although a number of blocks were completely bought, the more important legacy of this period was the advances made on several blocks. Their completion would keep Cooper and his successor in Wairarapa occupied for some time to come.

### **4.3 FEBRUARY 1855 TO FEBRUARY 1858: MCLEAN AND COOPER**

In 1854, George Sissons Cooper (1825–98) was posted to Ahuriri as a District Land Purchase Commissioner. For the first three years he was also responsible for Wairarapa. In June 1855, he was sent to Wairarapa with £2250 to pay instalments due in May from the earlier purchases.<sup>13</sup> Cooper's brief was to spend his time adjusting the 'deluge of problems', and in completing, as far as possible, those

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12. Turton, deed 133

13. McLean to Cooper, 1 June 1855, AJHR, 1861, C-1/31, p 268

blocks which were unfinished. He was to ascertain their extent and value. In late September McLean instructed him not to begin any new purchases until the current problems were dealt with.<sup>14</sup>

Prior to the above injunction, on 8 August 1855 while still in Wellington, Cooper negotiated for two new blocks. He advanced £100 for an estimated 1700 acres at Kopuaranga (about Te Oreore, north of Masterton) and advanced another £100 on a block 'seaward of Wainuioru' (a 'bite' left out of the Puhawa block, east of the Wainuioru River). No reserves were mentioned in these deeds and the final settlement would be left until a fuller examination of the site had been made. Cooper continued McLean's practice of making deals with only a few sellers. Three signed the Kopuaranga deed, while two signed Wainuioru.<sup>15</sup> On 22 August Cooper completed negotiations for a 640 acre block at Te Whiti (between the Ruamahanga and Tauheru Rivers, south of Masterton). Three chiefs, Ihaia Te Makamairu, Kenehi, and Henare Waimarama, had received £50 for it in Wellington on 9 December 1853. This time eight people signed for the remaining £150. This time, rather than leave negotiations open, depending on the size and quality of land as discovered when surveyed, a total area of 640 acres was decided upon. The boundaries would be made to fit the area. This, of course, meant that boundaries would remain undefined until such a time as the area was surveyed.<sup>16</sup>

Having made some new extensions into the remaining Maori-held areas of Wairarapa Cooper then turned to the payment of instalments on some of the larger blocks. The final instalments of £500 on the West Lake Block and £400 on the East Lake block were paid on 13 September 1855, a month later, the final £400 for the Kurawahwanui block, then on 12 November £100 was paid on the Kuhangawariwari block. The striking feature again was the small number of signatures in receipt of these large instalments: 11, 17, 4, and 2 respectively.<sup>17</sup> During this period Cooper paid out £20 to Ngatiraukawa claimants.

In January 1856, McLean returned to Wellington to make a series of payments, arranged in Wellington and largely to chiefs. While McLean instructed Cooper not to begin any new purchases in Wairarapa, he did not feel himself constrained by this injunction. Instead, McLean criticised Cooper for 'dereliction of his duty' in the area, writing that he was 'really at a loss to know what you are doing all this time, and certainly expected much more assistance from you than you are affording'.<sup>18</sup> McLean made a number of advances on new blocks as well as some payments to individuals for lands purchased previously. Very little indication is given as to the reasoning behind some of his payments to individuals. On 8 January Te Waka Tahuahi, a chief whose name is prominent among the sellers, received £50 by himself as a second receipt for lands sold by him at Kuratawhiti on 14 December 1853. The receipt went on the say that he had obtained the money on 30 November 1854 – yet over a year later he signed a receipt for it.<sup>19</sup> The next day Hoera

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14. McLean to Cooper, 15, 22 September 1855, AJHR, 1861, C-1/33, p 36

15. Turton, deeds 136, 137

16. Turton, deed 138

17. Turton, deed receipts 41-44

18. McLean to Cooper, March 1856 (cited in Bagnall, p 106)

19. Turton, deed receipt 46

Wakataha received £40, 'being a part of the final instalment which was set apart for us in the sale of Awaiti and Pahaua' (two blocks on the south-east coast sold 1853–54). This was an advance to an individual of part of instalments due to all the sellers. The same day Te Waka Tahutahi returned to the source of money. This time with Pirika Pou and Wiremu Kingi he received the £200 due as the fourth instalment for the Tauherenikau block. The next day Hoera Wakataha returned and obtained another £50 from McLean, again out of the instalments due on the Awaiti and Pahaua blocks.<sup>20</sup>

The same day that Wakataha received his second sum, a small block called Ahikouru (location uncertain), estimated from Wellington to contain 300 acres, was sold by Wiremu Kingi and Maika Meha. They received £20 then and there with the understanding that the amount might be increased on examination of the land (the implication being that the land sold had not been inspected in any way prior to an advance being made).<sup>21</sup> A week later McLean made four payments in one day. On 17 January he advanced Te Manihera £37 12s 6d, a sum which was 'to be refunded by [Manihera] from the purchase of my lands', paid out £350, again out of the Pahaua block instalments, solely to Hoera Wakataha, and then made advances on two new blocks. Firstly another £50 was advanced on Maungaraki, the recipients again being Hoera Wakataha, Wiremu Kingi and only three others. Then £60 was advanced on Makara (north-east of Palliser Bay and the Tuhitarata block, in the Aorangi Haurangi mountains). On that occasion four of the five who signed were new to the Wellington negotiations, but Hoera Wakataha was the fifth.<sup>22</sup>

On 18 January there was another example of Maori selling land and buying back part of it at a more expensive rate to obtain a Crown grant. Wi Kingi, Manihera, and Matiaha Mokai agreed to sell about 400 acres at a place called Aranga Te Kura (near the Ruamahanga) at a rate of three shillings an acre. For this they received the appropriate £60. The understanding was however that 'we will purchase two hundred acres of this piece at ten shillings per acre as permanent land for Matiaha'.<sup>23</sup>

McLean continued on with advances to individuals. On 21 January, he advanced £123 10s to Wi Kingi 'out of installments due on account of land at Wairarapa during the month'. The distinct sum, like the one to Te Manihera the previous week suggested the furnishing of a particular sum to meet a debt or to allow a purchase then and there at Wellington. The same day McLean paid out the considerable total of £1150 as final payments on two blocks, Puhangina and Hikawera. The recipients were the usual small group, this time eight in number.<sup>24</sup> During the next few days small sums were advanced to Ngatuere (£10), Hemi Miha (£10), Hoera Wakataha (£10), and Heremaia Tamaihotu (£6) which they were to repay out of future land purchases. Meanwhile McLean made another advance on 505 acres within the area loosely defined as Maungaraki, and specifically entitled 'Arama's' land. An advance

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20. Turton, deed receipts 46–49

21. Turton, deed 139

22. This block about 8000 acres inland of Wharekaka later covered the Tupurapura, Whaiao, Tapapokia, and Te Kopi blocks (Searancke to McLean, 28 November 1860, AJHR, 1861, C-1/72, pp 295f).

23. Turton, deed 140

24. Turton, deed receipts 54, 55

of £60 was made to three chiefs on 22 January and the rest was to be decided when the land had been perambulated.<sup>25</sup>

Amidst this detail a picture emerges of McLean staying in Wellington but making numerous payments during January 1856 to a select group of chiefs. Did these chiefs keep the money to themselves? Were they entitled to it all?

#### **4.3.1 The gap in purchasing**

There followed a lull in land purchasing. Cooper stated that from July 1856 to December 1857 no payments had been made in Wairarapa or Wellington.<sup>26</sup> The focus of attention at this time for Cooper was Hawke's Bay where purchases had continued, leading to violent conflict between Te Hapuku and Te Moananui and their followers at the end of 1857.<sup>27</sup> During Cooper's years, only 1040 acres of land were purchased.

#### **4.3.2 Problems emerging in this period**

McLean's instructions to Cooper had been to fix problems arising in the area. Amongst those Cooper attempted to adjust was the Kurakironui block. This area was included in the Puhaua block sold by Te Wereta and others in October 1853. The sale was disputed then by Piripi Awara and others. Cooper accepted their claim and gave them £400. The problems within this block were not so easily solved.<sup>28</sup> Meanwhile, Cooper made no impact on concluding negotiations on the large number of blocks upon which advances had previously been made. His record here was probably the basis of McLean's criticisms given earlier.

Maori had been agitating for some action on the promises that accompanied the original purchase negotiations. In 1853 a mill at Papawai had been explicitly promised to Maori by Grey. Costing £670, the mill was completed in early 1857. The question of which fund the costs of the mill would come from had been a source of hot dispute within the Government. The Auditor General was of the view that it should come out of the 5 percent fund.<sup>29</sup> McLean considered that, as it was promised before any specific negotiations, including the 5 percent idea, had been entered into, it should come from general funds. McLean's view won the day because of Governor Browne's support. The mill was not however a success. Te Manihera, being of the opinion that the mill was his to control, decided not to allow Ngatuere and his followers the use of it at all. This dispute, combined with an unwillingness to retain the services of the mill-wright, meant that the mill was unproductive as well as a bone of contention.<sup>30</sup>

The difficulties associated with McLean's quick transactions and a lack of funds for similarly quick surveying were all too apparent to Provincial administrators

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25. Turton, deed 141

26. Searancke to McLean, 15 February 1858, AJHR, 1862, C-1/38, p 336

27. See J G Wilson, *History of Hawke's Bay*, Wellington, 1939

28. Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43, p 272

29. For the origins of the 5 percents, see chapter 2.

30. Bagnall, pp 204f

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William Fox and Featherston. The Provincial Government had the potential windfall of funds through the sale of Crown land, and they wanted to get started. As most external and reservation boundaries were still unclear, it was difficult to know which bits to sell. Frequently, the decision was made simply to sell it all before boundary matters were settled and this naturally led to Maori objections. Early in 1857, Fox was told that B P Perry was unable to occupy his Taratahi section because of an objection from Ngatuere. Thomas Hayward, meanwhile, could not take up his 350 acres at Tauherenikau until McLean decided upon the precise location of a 100-acre reserve. Referring to Wairarapa purchases, Fox stated 'these transactions have been of so very loose a character and so much is said to turn on promises of Mr. McLean's that the terms of the Deed are no guarantee for the facts'. Featherston replied to Fox's comments by saying 'difficulties of this sort in reference to the purchases effected by Mr McLean are of almost daily occurrence, and very seriously impede the sale of lands and the operations of the settlers'. Fox later bemoaned the inconvenience resulting from 'the incomplete state of the evidence of title on the part of the Crown to the lands . . . which have been handed over to the province for sale and occupation, without any means of distinguishing the sold lands from the unsold, the boundaries of native reserves, or many other particulars absolutely essential to enable the Provincial Government to administer the land sales'.<sup>31</sup>

### **4.4 1858–62: SEARANCKE AND McLEAN**

William Nicholas Searancke was introduced to the area as a District Land Purchase Commissioner by McLean early in 1858. His responsibilities were for Wairarapa and the west coast north from Wellington to the Manawatu area. From his private correspondence with McLean it appears that Searancke swiftly gained a poor impression of Wairarapa Maori, particularly some of the chiefs. In May 1858 he was beset by Maori airing their various grievances, and embroiled in the dispute over the Papawai mill. He wrote to McLean at the time:

A more unmitigated set of Scoundrels than your Wairarapa Pets it never was my fortune or misfortune to meet what with disputed boundaries of blocks & of reserves and claims for payment over again of Land sold & settled years ago I am almost crazy the fact is this they are fearfully hard up and are now trying it on with me to raise the wind by any means.<sup>32</sup>

His basic theme, then, was that it was their own money troubles (as opposed to legitimate concerns) that led Wairarapa Maori to make claims about earlier purchases. After a few months in the area he told McLean:

I shall be compelled to adopt a different method with these Wairarapa Natives. I have tried in a quiet way to do business with them but I find them most atrocious schemers,

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31. Bagnall, p 133

32. Searancke to McLean, 28 May 1858, McLean papers

they are *all* so much in debt and so completely out of credit that they are completely at their wits end to get money.<sup>33</sup>

No clear examples of the instructions given to Searancke have been seen by the writer, but it appears that Searancke was operating under a different brief to Cooper. From his first assessment of the situation it was clear that he entertained making new purchases as well as completing McLean's earlier work. In May 1858 he made his first report on his area. His general assessment for Wairarapa and its adjacent country was that 'the whole of the land has been alienated by its owners – with one large tract of broken hilly country, "Maungaraki", remaining'.<sup>34</sup> Of that area he noted that advances had been made on bits and other parts had been offered for sale. He also noted that three small areas had been offered for sale in the north of the valley – Manaia (near Masterton), Tirohanga, and Rangitumau. He was to begin negotiating for these areas soon. As to the southern end of the valley, Searancke observed that the amount of land unsold was small, and remarked 'it will be a matter of consideration how far it is desirable to make any more purchase without inconveniencing the natives'. Searancke also predicted that a large portion of his time would also be occupied in dealing with 'numberless claims by Natives on lands already alienated to the Crown, and also from boundaries of former purchases not having been defined on the ground, therefore being disputed, and from vague notions entertained by some that large sums were due to them'.

#### **4.4.1 New purchases and the completion of sales previously begun**

Searancke started off his land purchasing activities in Wairarapa with two blocks on 24 March 1858. He advanced £100 on the 450-acre Whangaehu block (bordered by both the Whangaehu and Ruamahanga Rivers). The deed was vague in terms of boundaries: it included locations like 'the tree known as "Arawhata"' and a reserve simply called Tukuwahine, of no stated size or location. Five sellers signed the deed. He then paid a £200 instalment due on the Taratahi and Hikawera block which had been sold in 1854. This was interesting because £650 had been due as the final instalment. This then was a slice of that given, presumably, to the five chiefs who signed for it (four of whom had signed for the Whangaehu block). In this deed the reserves for the block had been expanded from the original deed. In 1854 only one piece of land was reserved, a spot for eel fishing. In 1858 there were three reserves 'section 185', 'section 131', and 'a portion of the Ferry reserve at Waiohine'. From this it appears that some matters remained negotiable after the initial fact.<sup>35</sup>

In April Searancke made a trip to the 'Seventy Mile Bush' (also known as the '40 mile bush) to begin negotiations for its purchase. He succeeded in making a £100 advance on a large area of land south of Ngaawapurua (on the Manawatu River east and south of the gorge) to Rangitane. Nine people were party to this deed, but there would be many more claimants to this valuable tract of land. In July that year

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33. Searancke to McLean, 9 July 1858, McLean papers

34. 'Report on Wellington Province', Searancke, 31 May 1858, AJHR, 1861, C-1/44

35. Turton, deeds 142 (Whangaehu), 132, 143 (Hikuwera and Taratahi)

Searancke gave £25 to seven others with interests in the same area, but these were only 'ad hoc' payments.

In May, Searancke moved to settle the last instalment of the Kuhangawariwari and Opaki block, which was initially sold in January 1854. A final instalment of £200 was to have been paid in 1855. As it happened, only £100 was paid at that time. In 1858, then, Searancke paid another £200, which was now to be 'the final and conclusive payment for the whole of this block'. The total payment for the block was therefore extended by £100. The last instalment was signed for by six.<sup>36</sup>

In June Searancke picked up his work rate. He completed the purchase of the small Ahikouru block purchase, adding £30 to the £20 advanced in January 1856. It appears that Wi Kingi received the money for this. Searancke then paid the last instalment on the Tuhitarata block, signed for by only four prominent chiefs. He then completed the Kaiaho and Kuripuni purchase. Three payments had been made in December 1854, two 'final' payments for land about Kuripuni, and one advance for Kaiaho. The negotiations were complicated by the land being sold by the provincial government before matters had been settled. Completion was bought by increasing the final payment to claimants to £150. In all £500 was paid for an estimated 2000 acres.<sup>37</sup>

Searancke then negotiated some new purchases. On 28 June, he purchased the Manaia block (a prime piece of land immediately south of Masterton), estimated to contain 5500 acres. A comparatively large group of 18 Maori gathered to sign for the £550 paid, while 100 acres were granted to Ngatuere 'at Pukohiwi'. The final payment of two shillings an acre fell well short of Ngatuere's initial asking price of £2500 for 4000 acres – a price that Searancke clearly thought was ridiculous.<sup>38</sup> Thus it was that one of the most valuable and extensive blocks left in Maori hands was sold. On the same day, he advanced £100 on the Matapihi–Rangitumau block (in the area between the Whangaehu and Ruamahanga Rivers). No reserves were mentioned and only six major chiefs signed the deed. Also on 28 June, the Tirohanga block (bordering the Ruamahanga near Smith's land) was bought. Costing £160, it was estimated at 1950 acres but was surveyed a year later at 1700 acres. The transaction, signed by five major chiefs, was apparently conclusive.<sup>39</sup>

By February 1859, he obtained a group of four blocks which together formed one block of an estimated 49,000 acres, and thus one of Searancke's largest purchases. The four blocks were Te Kopi, 8 October 1858, Tupurupuru, 28 January 1859, Whaiao, 31 January 1859, Tupapokia, 31 January 1859. They were in the valley south east of Masterton and were viewed as part of the larger area called Maungaraki. Three advances had been made within the area prior to the final sale: £50 by McLean 17 January 1856, £30 by Searancke to Ngairo on 10 July 1858, both advances on the Tupurupuru block, and £50 by Searancke for Te Kopi in October 1858. The final price for the four blocks was £2370, which, if the estimated acreage was correct, worked out at just under one shilling an acre. Searancke had tried to

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36. Turton, deeds 125, 145

37. Turton, deeds 129, 148, deed receipts 26, 30, and Searancke to McLean, 5 July 1858, AJHR, 1861, C-1/45

38. Turton, deed 150, and Searancke to McLean, 28 May 1858, McLean papers

39. Turton, deed 152, Searancke to McLean, 8 July 1859, AJHR, 1861, C-1/57



show that he was avoiding possible later claims by telling McLean that the boundaries had been fully traversed and agreed to and that the amounts were received as final. He did however note that there was 'a great deal of discontent about the smallness of the block bought'. The implication was that some local Maori wanted to sell more. Searancke himself described the amount reserved by Maori as 'small', being 1350 acres. The reserves were allocated as discrete parcels of set acreage, 100 acres to Maika Purakau in the Te Kopi block, 200 acres in the Whaiao block, and four pieces totalling 1100 acres in Tupurupuru.<sup>40</sup> Searancke's dealings in this group of purchases showed a real attempt to be more specific than his predecessors had been. Set acreages were given for reserves and for two of the blocks a plan was included. Te Kopi, some 2600 acres, had been signed by five, Tupurupuru, some 42,000 acres, had 37 signatures, Whaiao, some 5000 acres, was signed by 12, and Tupapokia, 2000 acres, received 11 signatures. There had been complications with the Tupapokia block. Searancke obtained the land from Raharuhi after that chief had sold him a block of land on 23 June 1858 which had already been sold by Wi Kingi and others. He had been paid £20 for that portion already sold, so Tupapokia was offered instead and an extra £30 was paid.<sup>41</sup>

While he was negotiating the above four deeds, Searancke also purchased 518 acres of the run of the early squatter Bidwell. This was at Pihautea, on the banks of the Ruamahanga and east of the lake.

The next block Searancke was to settle was the 'Korakonui and Ngapaiaka' block (on the Wainuioru River) on 4 February 1859. A £100 advance had been made by Cooper in August 1855 for what was called the 'Ruakonui Nini' sale, after one of the two sellers on that occasion, or the 'Wainuioru block (seaward of)' officially. Searancke completed the purchase of these 2500 acres of grassy plains by paying £50 to three others.<sup>42</sup> He also completed the purchase of another block in the Maungaraki area, called 'Maungaraki block (Puhara and Tamaitiheke's)', which had been begun by an advance of £200 by McLean in February 1855 to the two named in the block's title. It was noted that considerable difficulty arose in deciding who was to get the rest of the money due. Searancke claimed to have solved the impasse by offering a further £200 while the boundaries were extended. He estimated the size of the block at 7500 acres (while Turton gives 10,200 acres).<sup>43</sup>

In October 1859 McLean returned to the area and completed two purchases. On 7 October 1859 he made a 'full and final' settlement of the Makuri block (a long strip inland from the inland boundary of the Castlepoint block, incorporating the Puketoi mountain range and westward to the Makuri River). No estimate of the block's size was given, but it appears to have been about 45,000 acres.<sup>44</sup> Two advances had been made, £60 to Te Potangaroa on 9 March 1855, and £50 to Hoera on 12 March 1858. McLean added £240 to make a total of £350. Ten people signed

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40. Turton, deeds 153, 154–156; Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

41. Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

42. Turton, deeds 137, 158; Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

43. Turton, deed receipt 38, deed 159; Searancke to McLean, 26 February 1859, AJHR, 1861, C-1/43

44. The two blocks Puketoi 4 and 5 from the Seventy Mile Bush purchase of 1871 were supposed to have covered the same area as the Makuri block. These two blocks had a combined acreage of 46,500 acres (see ch 4).

the deed. Five days later McLean purchased a piece of the Ihuraua block (about Alfredtown) for £650. This block, estimated to contain 25,000 acres, was sold by 24 Maori. The deed only reserved 21 acres for one of the chiefs. These two blocks represented, along with Searancke's advance of Ngaawapurua, the beginnings of the long campaign to purchase the area known as the Forty or Seventy Mile Bush. The purchase of this wider area was completed in 1871. Fuller discussion of this will therefore wait until the next chapter.

Searancke continued his work in November. A 530-acre block at Hikurangi and Awatoetoe, which had been reserved from the one of the Whareama blocks (Turton, deed 106, 12 December 1853) was purchased for £100 on 1 November. Five people received the money. The next day he completed the purchase of a larger block, Waikaraka, which was estimated at 14,000 acres (on the eastern coast between the Waiorongu River and Waikaraka and then inland). McLean had advanced £100 in December 1854. Five years later, Searancke concluded the deal for another £600. The deed expressed the concern that reserves, one limited to 100 acres and one simply 'a reserve at Eparaima', be clearly fixed as quickly as possible, 'so there is no mistake'. Twenty six people signed the deed.<sup>45</sup>

More land was sold in early 1860. An estimated 1200 acres at Raparimu (near the Ahiaruhe and the Ruamahanga River) was sold for £100 on 14 January. Nine people signed the deed. On the last day of the month more land was sold in the Korakonui area. The Tupapakuraa and Korakonui block lay alongside the Korakonui and Ngapaiha block, completed a year before. Eight Maori received the £500 paid for this new piece of land, estimated at 3500 acres. The location of the reserve was described thus: 'one piece of land within these boundaries is to be reserved for Piripi and all of us, the boundaries of which have been pointed out by Piripi to Mr. Searancke'.<sup>46</sup>

Finally, for a period at least, Searancke completed three sales in rapid succession during late March. First he turned to the Otahua block (between the Whangaehu and Tauheru Rivers, just east of Masterton). The estimated 3000 acres were in valuable proximity to Masterton. McLean had paid £200 in December 1854, and on 27 March 1860 Searancke paid another £200 to complete the sale. Six people signed the deed for this valuable piece of land. Curiously, no mention is made of a reserve in the deed, but on the appended plan there is a 100-acre reserve drawn in.<sup>47</sup> The next day the Matapihi-Rangitumau block (stretching north from the Ruamahanga River, just north of Masterton), upon which Searancke had advanced £100 June 1858, was now completed for a further £355. This block was estimated to contain 8000 acres. Searancke obtained 31 signatures for the deed.<sup>48</sup> The following day Te Whanga, a block estimated at 3800 acres (lying east of the Tauheru River), was bought for £200. The total amount was paid on that day and there were 10 signatories.

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45. Turton, deed 163, deed receipt 33

46. Turton, deed 165

47. Turton, deed 166

48. Turton, deeds 151, 167

During Searancke's years, 1858–61, an estimated 173,048 acres of land were sold in Wairarapa. Allowing for what appears to be a general over-estimation of sizes, we could tentatively reduce that figure to about 150,000 acres.

#### **4.4.2 Searancke's 1860 report**

Between 1858 and early 1860 then Searancke had greatly extended the area of land sold. Some purchases had been entirely his work, but a lot had been the completion of negotiations started by McLean. Much of the latter kind of work reflected the slow resolution of various claims to blocks, and of the lack of surveying resources. During the second half of 1860 and through 1861 there was a lull in the land sales in the area. At this time Searancke made an interesting report on the situation in Wairarapa as he saw it.

The Taranaki war provided the immediate context to Searancke's observations. His first comments stressed the minimal potential military threat from this group of Maori. He observed that they belonged to 'a very thinly occupied branch of the great Ngati Kahungunu family'. However, in recent years (during the 1820s and 1830s) they had been driven back from the Western sides of the island to Wairarapa, which, as he put it, 'they subsequently deserted, being completely broken-spirited by repeated attacks'. By Searancke's reasoning it was their awareness of their weakness that led them to accept land sales. He wrote, 'the fact of their being a broken tribe prepared them to welcome European settlers among them, and subsequently fearful that the Government would remove them, consented to the alienation of their lands by sale to the Crown'.<sup>49</sup>

Searancke then returned to an elaboration of his initial reactions to the local Maori in 1858. He emphasised examples of money being squandered, lost opportunities for success and the resultant poor present situation. By his analysis, the salient feature was what had been done with the money paid over. He argued that the system of paying for the land by instalments had been 'well adapted to enable Maoris to establish themselves comfortably and lay the foundation of future wealth and prosperity had it been in the power of the government to control expenditure'. The fact that the Government had no control over what happened to the money he put down to 'native jealousy and other causes'. The result he observed was that the leading chiefs sold most of the land and spent the returns 'on a thoughtless, prodigal display of capital – instead of investment'. Searancke's general argument continued that as they had squandered their opportunities and were now in a desperate situation they had become embittered. He wrote, 'they see the Europeans thriving in possession of lands which they now believe to have been foolishly sold at too low a price, and without disputing the actual sale of the land, unceasingly make renewed demands for payments, which demands having no other alternative, according to the terms (already fulfilled) of the deeds of sale, but to dispute and prove the fallacy of, has led, I am aware, to a very indifferent feeling on the part of the claimants to myself'. Searancke's view, however strongly expressed, highlighted a crucial issue: a lot of money had been paid, but prosperity had not followed.

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49. 'Report by Mr Searancke on the Native Lands in the Wairarapa', AJHR, 1860, C-3

Searancke's observations had the additional purpose of explaining his unpopularity. He had needed to counter hostile reports about him from certain disaffected Wairarapa Maori. Searancke's relationship with Te Manihera, one the leading land-sellers and one of the most indebted, deteriorated to the extent that Te Manihera wrote to McLean in mid 1860 accusing Searancke of calling him a liar and swearing at him. Searancke's letter to McLean about this is indicative of his critical stance toward Te Manihera. Searancke claimed that Te Manihera had repeatedly said he would get him out of his position because 'I would not supply him with money under specious pretences and false representations'. Searancke was most indignant that the charges should be entertained and that even a commission of inquiry had been suggested. He asked McLean 'is he [Te Manihera] loyal – is he not leading the King Party in Wairarapa – an arch traitor, having sold all his own and friends land he wants some ignoramus here so he may sell it over again'.<sup>50</sup> Te Manihera was not the only one who made personal criticism of Searancke. At the same time, Val Smith, a Wairarapa settler, in claiming that Searancke was unpopular with Wairarapa Maori, said that they disliked 'his excited manner, and epithets and a style of language . . . which cannot fail to lower the government in the eyes of the natives. I allude not only to oaths but also mutual references to each other's posteriors'.<sup>51</sup>

The question presents itself, if, as he did, Searancke observed the 'helpless state of debt and poverty' that some of the leading chiefs had got themselves into, why then had he pressed on with a policy that encouraged the whole process. Was he aware of the implied criticism of the previous techniques adopted by himself and McLean in his observations? It appears that he was aware of some obligation on the part of the Crown at least not to encourage 'irresponsible behaviour' by certain chiefs. On one occasion, in 1859, he wrote to the Assistant Native Secretary (who was acting for McLean at the time) suggesting that some kind of caveat be placed on the individual blocks reserved for chiefs in the Tupurupuru block. He suggested, 'It appears, from the improvident character of one or two of the Natives entitled to those reserves, that it will be most expedient to insert a clause of entail for one generation in the Crown Grant, in order that it may not become legally alienable during the lifetime of the present holder. The grant to William King, te Hiakai, a chief of high rank, but extravagant habits, particularly requires some provision of this nature, as he has disposed of most of his lands, and has several children to be provided for'.<sup>52</sup> There is nothing to indicate that Searancke's suggestion was taken up. As it will be later shown, these chiefs simply received Crown Grants.

In 1860 Searancke felt the need to give an explanation for his continuing with purchases in the area through 1858–9. He wrote:

had the Natives used these lands in depasturing flocks or cultivation, it would no doubt have been politic to have left them in possession, but instead of this I found them a most fertile source of constant quarrel and dispute from their extreme jealousy. In some cases the lands lying idle were trespassed upon by the stock of settlers living in the neighbourhood, and thereby causing quarrels between the Europeans and Natives.

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50. Searancke to McLean, 14 August 1860, McLean papers

51. Val Smith to McLean, 18 July 1860, Bagnall, p 106

52. Searancke to T E Smith, 7 November 1859, AJHR, 1861, C-1/59, p 287

Others, let to Europeans, and realizing good rentals, too frequently monopolized by a few, to the prejudice of the other claimants.<sup>53</sup>

Thus he explained his deviation from what he implied was the preferred course – leaving Maori with what left they had – by the fact that land was supposed to be underused and a source of constant disagreement.

At the personal level we have seen that Searancke was under some pressure. Of course, as a land purchase officer, it was his job to purchase land. There is no way that he could afford to take a purely objective view of the rights and wrongs of further purchasing when his success depended on obtaining more. Searancke's pressures were heightened by his failures in his other areas of endeavour. As we have seen, Searancke was responsible for the Wellington district. The provincial government eagerly awaited the purchases of large and valuable blocks of land up the west coast to Manawatu and in the Seventy Mile Bush – in both these areas Searancke struggled. Throughout September 1858 Searancke spent time negotiating with Manawatu Maori for the 'Forty Mile Bush'. He returned in November with £1500 to make a start on the purchases only to be 'checkmated' by Te Hirawanu, the Ngati Raukawa (Rangitane) chief.<sup>54</sup> Searancke similarly failed with his negotiations in Otaki.

Searancke's private correspondence with McLean showed that he felt himself to be under considerable pressure. In February 1860 he referred to 'many of these Provincial croakers who think I have easy time and complaining of me'.<sup>55</sup> Later that year Searancke heard reports that the Governor had been criticising him and told McLean that he felt his character to be 'seriously impugned'.<sup>56</sup> Therefore, Searancke had every incentive to make whatever inroads he could in Wairarapa.

#### **4.4.3 The impact of the Maori King and runanga movement on Wairarapa**

The political tensions from 1859–62 naturally impacted on Searancke's thinking. They provided a brake upon adopting overly aggressive land purchasing policies. The Government was eager to contain the hostilities that erupted into warfare in Taranaki in 1860 to that area. There was a desire not to alienate unduly other groups, particularly as Searancke was convinced that Wairarapa Maori were susceptible to ideas promulgated by the King and the Runanga movements. In February 1860 Searancke wrote, 'the last and greatest difficulty in the way of purchasing land is the Maori King or Runanga party, whose principles introduced within a few months into this district, by emissaries from the Waikato, have taken a fatal hold on the imagination of the Wairarapa Natives, a large party of whom now openly question the Queen's authority over the Maori people and have organized a determined opposition to any further alienation of land to the Crown'.<sup>57</sup>

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53. Searancke to McLean, 21 February 1860, AJHR, 1861, C-1/61, p 288

54. Searancke to McLean, 20 November 1858, McLean papers

55. Searancke to McLean, 6 February 1859, McLean papers

56. Searancke to McLean, 6 July 1859, McLean papers

57. Searancke to McLean, 21 February 1860, AJHR, 1861, C-1/61, p 289

## *Wairarapa*

One of Searancke's surveyors, Malcolm Fraser, wrote a general report on the area in August 1861, outlining the origins of the King and Runanga movements there, and taking a cynical view of their genesis. In his view, up until 1859 Wairarapa Maori were unaffected by the 'Waikato King movement'. In the middle of that year Ngairo returned with Wi Tako (a principal chief from the west coast/ Wellington) and 'many who were unhappily in debt from their own indiscretion, joined the movement in hopes something might transpire from it to ameliorate their condition'. Fraser, like Searancke, was in no doubt as to the cause of Maori debt – it was due to extravagance and 'natural indolence'. Meanwhile, a Wairarapa Runanga was set up. The first was held at Waihinga (on the Ruamahanga) later in 1859. The support was then confined to the Papawai area in the central valley. Then Hurunuiorangi Maori, towards the south of the valley, joined 'nearly to a man'. By the end of the year there was also a Runanga on the East Coast and Te Manihera had followed. Of Te Manihera, however, Fraser wrote, 'his [subsequent] desertion from the King party, from a dread of the power the Runanga held over him from his intemperance and vices, will shew that no confidence could ever be placed in him'.<sup>58</sup> The local magistrate, Wardell, also made a report of the politics of the area in September 1861. He observed of Wairarapa Maori:

They are divided into two classes, 'Queen's' and 'Kings's' Natives, as they are called. I hesitate to call the former loyal, as they are more strictly neutral; for although, up to the present time, they have not joined the 'King' party, they are not prepared to yield to Her Majesty the obedience of subjects; they are subjects only of the 'lead, induce, persuade' policy; and I believe many of them refuse to join the 'King's' Runanga, simply because it possesses a coercive authority, while we possess only a nominal one. The 'King' natives are, of course, violent nationalists; they repudiate the obligations contracted by the Treaty of Waitangi, and maintain their right to independent Government.<sup>59</sup>

Wardell's comment on the nature of Kingitanga in Wairarapa is significant. If Kingitanga supporters in Wairarapa did repudiate the contract of the Treaty of Waitangi and strongly assert their independence then Grey's 1862 view that, while Wiremu Tamihana and the moderate 'Kingites' were well-intentioned, what they had precipitated was unacceptable to a responsible Governor, seems more justified. Detailed research in the Maori sources of the time is needed to confirm or deny Wardell's assessment of the views held by Wairarapa King supporters.

The widespread support for the King movement and the Wairarapa Runanga in the area, which was attested to by Government officials, demonstrated dissatisfaction within the region inside a decade of their first land sales. Searancke, Fraser and Wardell were all critical of the reasons behind the enthusiasm of Wairarapa Maori for these movements. The officials' targets for condemnation were 'improvident' chiefs, yet their reports showed the depth of feeling across the

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58. 'Report on the State of the Natives', no 11, Wellington, 20 August 1861, Malcolm Fraser, AJHR, 1862, E-7, p 27

59. 'Report on the State of the Natives', no 14, Wairarapa to Turanga, 20 September 1861, Herbert Wardell, AJHR, 1862, E-7, p 31

population, 'to a man' in some areas. There was, however, a diversity of opinion. Fraser compiled a list of the principal men of the district within which he noted their political opinions. Support for the King Movement or 'loyalty' tended to follow lines of locality. King supporters predominated in areas about Masterton, Papawai, Maungaraki, Te Waihinga, Hurunuiorangi, Tupurupuru, and in parts of the East Coast. The main 'loyal' areas were in Ngatuere's area about Greytown, Raniera's area in the extreme south, with Te Wereta on the Coast, with Wi Tamehana Hiko about Tahitarata. The bigger beneficiaries of sales tended to be loyal: Ngatuere, Te Wereta, Raniera, Wi Tamehana Hiko, and Te Manihera (regarded as 'doubtful'). Yet, there were some exceptions. Ngairo, who had been a prominent seller at the beginning, was regarded as the leader of the King movement in the area and this was reflected in his absence from land deals from the later 1850s. Another early beneficiary, Wiremu Waka (with a personal Crown grant of 1000 acres), had turned to the King movement. Also of interest was the support for the King movement in the Maungaraki and Tupurupuru areas which had been sites for the recent sales.

It is hard to say whether the support for the King movement and the Wairarapa Runanga from 1859, more specifically the feelings lying behind that support which had been building for previous years, affected land sales. We have seen that there were substantial areas sold 1858–60, perhaps over half of what had remained in Maori hands outside the Seventy Mile Bush area. Many of Searancke's sales were completions of earlier negotiations. The pivotal negotiations had been carried out by McLean in three years from 1853 to 1856. However, those earlier negotiations, which had not been completed, could, in theory, have been repudiated or lessened in area by Maori.

Searancke's explanations for what continuation there was of sales, as we have seen, focused on the need to service the debts of major chiefs and also to end bitter disputes between claimants by selling the disputed area. Searancke speculated that there was another matter that drove Maori of the area to sell land. He told McLean in June 1860 'that two-thirds of money paid on account of land during the year 1859 and to the end of March 1860, has been devoted solely to the purchase of arms and ammunition; also large sums of money have been forwarded to Waikato for the use and purposes of the Maori King'.<sup>60</sup> Searancke was so sure of this that he declared he would stop making any payments in the area to forestall further purchasing of arms by Maori. If there was any truth to Searancke's claims then it would highlight a difficult dilemma for King supporters. The necessity of raising capital to purchase arms worked against the basic desire of that movement to stop land alienation.

#### **4.4.4 Claims and their resolution**

'Troubles here are like mushrooms in a field, springing up on every said.'<sup>61</sup>

Small difficulties which drew out the negotiations have been alluded to when going through the purchases. I will now single out some of the major difficulties.

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60. Searancke to McLean, 18 June 1860, AJHR, C-1/67, p 292

61. Searancke to McLean, 20 May 1860, McLean papers

From early on, May 1858, Searancke counted 'numberless claims on land already sold and boundaries'.<sup>62</sup> The story of the delays in surveying is an important backdrop to a lot of the problems in the area. The tactic of making numerous small block purchases, adopted by McLean in Wairarapa, had been crucial to his success, as the last chapter showed, for it enabled him to find pockets of willing buyers without having to obtain a broader unanimity. In terms of surveying, however, it was a very expensive, time consuming and dangerous route to take. When Searancke arrived in the area in 1858 very little accurate surveying had been done. In 1859 Fraser arrived and began the labourious task of surveying all the blocks and reserves that had been purchased earlier in the decade. Paradoxically, the one thing that could resolve some disputes – accurate survey of the block and its boundaries – sometimes led to more disputes as the surveyor and Maori often had different views as to where boundaries lay.

Searancke held strong views about keeping the expensive task of surveying to a minimum and to a later stage in the process. He was fiercely critical of the surveyor Kempthorne who made an accurate survey of an 5,000 acre block at the south of the Seventy Mile Bush. He wrote, 'it has gone no doubt very correctly but I fear at a fearful expense, far more than what the land will be worth'. Searancke stated that 'strict accuracy was not so much required as a good general plan or sketch' prior to any purchase. He strongly recommended to McLean that Kempthorne be sacked.<sup>63</sup> Indeed Searancke was so strong on this point that he refused to cooperate with McLean's instruction to survey blocks before purchase. Such, he argued, would cause 'endless trouble' and work, 'with, after all, only the chance of a purchase'.<sup>64</sup> Issues of basic economy intersected with ideals in the way negotiations were carried out. Searancke also recommended the replacement of another surveyor, Geo. Smith, the same year. The reason in that case was that Smith was 'lazy, ignorant, incompetent'. Provincial partisanship emerged when Searancke confided to McLean, 'I do not believe in these Provincial Govt crawlers the 10 to 4 men'.<sup>65</sup>

A frequent cause of difficulty arose from promises of reserves which, more often than not, did not have their boundaries clearly described. While surveys remained uncompleted the ability of the provincial government to sell the land, and thus gain their revenue, was negated. As we have earlier seen, on some occasions the Crown Lands Commissioner tired of waiting for the necessary surveys and simply sold all the land to settlers. One case which was highlighted in the public record, and which demonstrates the problems arising from this kind of action, was that of Rawiri Piharau. The deed for the Owhanga block (Featherston), 23 December 1853, contained one of the ubiquitous vague references to a piece of land being retained – 'There are to be One hundred (100) acres for Rawiri Piharau at Motupiri'.<sup>66</sup> The exact boundaries were not set out. All the land in the area was sold by the Crown Land Commissioner to settlers. This action drew stinging criticism from Searancke.

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62. 'Report of the Wellington province', 31 May 1858, Searancke, AJHR, 1861, C-1/44, p 274

63. Searancke to McLean, 10 May 1858, McLean papers

64. Searancke to McLean, 28 May 1858, McLean papers

65. Searancke to McLean, 9 July 1858, McLean papers

66. Turton, deed 115



Privately he wrote to McLean '[I am] not sure what are the ideas of the Crown Land's Commissioner in Wellington, all his efforts appear to me to obtain money for land whether the land be a Native reserve, purchased or unpurchased'. Searancke was afraid that if he continued in his office much longer it would lead to more disputes of which he, Searancke, would be the victim.<sup>67</sup> Before the problem was addressed settlers constructed houses on the land which was supposed to be for Piharau, making the option of returning the land to him more difficult. Rather than idly wait for the matter to be sorted out, Piharau forced the issue by occupying another piece of land at Otorohanga instead. This new piece of land was bought by a settler also, but Piharau remained firmly in occupation and began chopping down bush owned by a fourth party.

In November 1858, Searancke hopefully suggested that the matter might be dealt with by buying Piharau out. The sum he thought necessary being £150 (£1 10s an acre).<sup>68</sup> Privately to McLean he also offered the possibility of returning him to possession of his original section at Motupiri 'without at all considering sale of it to Europeans' – presumably to spite the Crown Land Commissioner.<sup>69</sup> It appears that on McLean's suggestion Piharau was offered a section at Tauherenikau, which he refused. Searancke put this down to Piharau's desire to remain near the lake.<sup>70</sup> The issue remained unresolved until January 1860 when a large hui was convened on the matter at Papawai, it having become a cause celebre with Wairarapa Maori. The meeting proposed the options that either he remain at Tirohanga (Otorohanga), Motupiri be returned (with Vennell's house), or he be given 100 acres at Tauherenikau plus £400. Searancke reported the meeting broke up 'with very bad feeling as I was particular to point out that Rawiri must leave'.<sup>71</sup> He felt sure that the matter was related to the King movement, surmising that Te Manihera, his foe, was encouraging Piharau. Still the 'unpleasant' affair continued to exist. Searancke realized his own inability to solve it and called upon the direct assistance of McLean.<sup>72</sup> In fact it was another outsider, Weld, who ultimately settled Searancke's 'bugbear'. Piharau got £300, 150 acres of land at Tauherenikau (bought at 10 shillings an acre), one ton of flour, and half a ton of sugar.<sup>73</sup>

The Awhea block reserve (on the south of the East Coast) provides an even more striking example of difficulties ensuing from McLean's earlier hurried purchases. The block was the last one sold in the summer of 1853–54, and in relation to reserves it stated, 'the portions of land out of this sale to be reserved for us will be hereafter settled by Mr. McLean when he returns from Auckland'.<sup>74</sup> They were not, so that when Searancke arrived in 1858 he was asked to mark them out. He was surprised to discover that this area was 'the only good and valuable piece of land in the block', extending to about 1800 acres. Searancke did not hide his feeling that

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67. Searancke to McLean, 6 February 1859, McLean papers

68. Searancke to McLean, 30 November 1858, AJHR, 1861, C-1/54

69. Searancke to McLean, 1 December 1858, McLean papers

70. Searancke to McLean, 6 February 1859, McLean papers

71. Searancke to McLean, 20 January 1860, McLean papers

72. Searancke to McLean, 28 January 1860, McLean papers

73. Searancke to McLean, 24 November 1860, McLean papers

74. Turton, deed 126

such a valuable extent was not necessary for the Maori involved. He wrote, 'the sketch accompanying will show the land proposed to be reserved, about 1,800 acres of the best quality for about thirty Natives, of whom eleven or twelve are men, and about fifteen acres are under cultivation'. The picture was complicated by Patoromi Te Apatu. This man claimed another 550 acres for himself, and violently prevented the rest of the block from being surveyed until his claim was addressed. Searancke observed that the land Te Apatu wanted was of poor quality, and had been sold to Riddiford.<sup>75</sup> The example demonstrates the continuing negotiations that went on after the 'sale', which could leave either the Crown or Maori in a weak position and was complicated by the sale of land to settlers before reserve areas had been sorted out. By 1861, the larger general reserve, known as Oroī, had been agreed to at just under 2000 acres, but Te Apatu's claims remained unsolved and had been augmented to 2003 acres.<sup>76</sup>

Another problem emerged about land near the Waiohine River in the Taratahi block. In the original deed a reserve had been described as, 'one portion only is withheld within the boundaries, the spot between the Para and Waitani, as the site for an eel fishery house. This portion shall not exceed one hundred acres'. The amount claimed in 1861 exceeded 1500 acres. On the East Coast, there was another case of land promised as a reserve being sold to settlers. Searancke noted that Hoera Wakataha's claim was just 'but has become a dispute on account of Hoera demanding to have a portion of it given to him on Cameron's homestead, a freehold property purchased from the Crown by the Messrs. Cameron, seven years ago. I believe that this Reserve will be accepted elsewhere, unless the Natives are anxious to keep it as a grievance'.<sup>77</sup>

Clearly then there is evidence of numerous difficulties arising as a result of vague reserve boundaries, delays in surveying, and precipitant sales of land to settlers. It appears, however, that these problems did not always work to the disadvantage of Maori. As the examples of Rawiri Piharau and Piraka show, Maori could sometimes obtain advantageous settlements for themselves.

#### **4.4.5 Issues concerning the role of chiefs and the proper division of money**

The other issue which formed the basis of a number of complaints made by Maori was the appropriate role of chiefs in land purchasing. A good example of this emerged from the disputes over the Puhawa block on the southern East Coast. Te Wereta offered the 110,000-acre block in October 1853 for £3500. McLean refused this sum and in the end only £1250 was paid. McLean claimed the matter remained quiet until the King Movement gained popularity in the region, encouraging large numbers to repudiate the sale.<sup>78</sup> In 1860, Searancke noted a number of claimants to payments for the inland areas of the block. Arama Karaka tried to resell part of the area. According to Searancke, he allowed 'that the land had already been sold to the

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75. Searancke to McLean, 1 February 1861, AJHR, 1861, C-1/76, p 301

76. Searancke to McLean, 6 June 1861, AJHR, 1861, C-1/82, p 304

77. *Ibid*, pp 304ff

78. 'Commissioner Report', McLean, AJHR, 1862, C-1, p 384

Crown, but that as he had not received any portion of the payment, he conceived that he had a right to sell it again'. Another Maori named Mikaera laid a claim on a similar strip of land east of the Wainuioru River, and in October 1860 Te Wereta and Te Wenerei had claimed another £2500 on the block. Searancke concluded that all the claims revolved around further payment for the block, and rested on the argument that the money received only accounted for the coastal areas while the inland areas remained unpaid for. He also concluded that the complaints of Te Wenerei, Mikaera and Arama Karaka stemmed from their not receiving anything of the second and third instalments paid on the block.<sup>79</sup> In 1862, McLean observed that tension in the area had been inflamed by the local settler Smith, who, rather than offering hospitality to travellers through his land, had ordered them off. By this time Maori of the area claimed the return of 30,000 acres or the completion of payment up to the £3500 Te Wereta initially asked for. The situation in Puhawa is complicated further by the existence of three deed receipts from January 1856 for money paid to Hoera Wakataha totaling £450, £350 being paid simply for Pahawa and the other £100 for Pahawa and Awaiti.<sup>80</sup> These payments are not mentioned by either Searancke or McLean in their summaries of the block's history. On a separate matter, McLean's notes for a meeting he held on the matter are of interest:

The Natives after full deliberation, openly allowed, that they had no fault to find with the manner in which the negotiations were conducted on the part of the Government, that the blame rested with their own chiefs, whose acts in terminating the payment for the block, they would not ratify, excepting to such portions as they, the chiefs, had the exclusive right to alienate. The acts of the chiefs, were, at the time when the payment was concluded, considered fully binding upon all parties interested in the land, and they generally recognise[d] Wereta's power to conclude this sale.

The changes, however, that have taken place, have greatly diminished this influence, and attempts are constantly made to upset the acts of the chiefs by the more turbulent and discontented members of their own and other tribes who are countenanced in any opposition to the government by the numerous delegates that visit them from disaffected districts.

To assert their independence of Te Wereta, the Ngaikoura, Ngatihikawera, Ngatiparera, and Ngaitahu who have no chiefs among them of influence, and who formerly recognised Te Wereta's power, declared that they would repossess themselves of their own portion of the block, and expel Messrs. Smith and Sutherland.

For many, then, the role played by the chiefs, in this case Te Wereta, in the alienation of land was at issue. Naturally, from a Crown point of view, the splintering of interests in block (although it could be argued there was never unity) represented a real danger. Would this lead to the re-negotiation of numerous earlier purchases? McLean did not think that the Puhawa block represented a precedent for the rest of Wairarapa, but in 1862 he did think the matter of significant magnitude to request that Grey return to the area to sort the matter out.<sup>81</sup>

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79. Searancke to McLean, 29 November 1860, AJHR, 1861, C-1/75, p 300

80. Turton, deed receipts 47, 49, 51

81. Ibid

In relation to the appropriate role of chiefs in land selling, Wairarapa Maori seemed to be mirroring events that had begun earlier to the north at Hawke's Bay. The violent disagreement between Te Hapuku, Te Moananui and their respective followers revolved around the extent of Te Hapuku's selling of land. In September 1858, after peace had been restored in Hawke's Bay, a hui was called where various resolutions were made. Among these were the maxims that 'everyone should do what they pleased with their own land', that 'the system of selling through the chiefs should be abandoned', and that 'anyone guilty of selling another's land should be punished by death'.<sup>82</sup> Cooper had observed the effects of this feeling at work in south Porangahau, which bordered on Wairarapa. Cooper noted that the claimants to sell the land had split into small groups, and that these were impossible to unite. As a result each person wanted to sell his own piece, which often overlapped with the piece of his neighbour. From Cooper's point of view, this development made negotiations a lot more difficult and surveying costs almost prohibitively expensive in relation to the area of land obtained.<sup>83</sup> Cooper concluded in March 1860 that for Hawke's Bay in 'these days of the King and Runanga movements the authority of the hereditary chiefs goes for very little when opposed to the majority of the tribe'.<sup>84</sup>

It appears therefore that the late 1850s early 1860s was a time when the role of the powerful chiefs was being increasingly questioned. Smaller units of people were looking to splinter out of the paramount chiefs' control, or to unite in Runanga to control them. It is unlikely that this process was universal. A lot would depend on the actions of leading chiefs of an area and the traditional extent of their control. Powerful chiefs did not take lying down these challenges to the role they had created for themselves. Ngatuere and Te Manihera, as examples, vigorously defended their positions. One of the first disputes Searancke dealt with, in July 1858, concerned the Kahungawariwari block. A dispute had arisen in consequence of payments made to Te Manihera. Searancke thought that the 'peace was seriously jeopardized'. Clearly Te Manihera did not back down, for Searancke paid an extra £100 to the £100 due to satisfy the demands. At the same time Searancke had to deal with a dispute between Ngatuere and Te Manihera over the payments due on the Taratahi block. Four hundred pounds were due on the block and Te Manihera wanted it all. Searancke claimed to have settled the problem by paying only £200 and leaving Te Manihera to deal with McLean. Searancke hoped a letter from McLean should 'shut him up'.<sup>85</sup> Later, in 1861, Te Manihera was locked in another battle for the right to sell land. Again his opponents were rival major chiefs, all trying to assert their authority. The land was at Wharehanga (location uncertain). It had been sold to the Government but Te Manihera disputed the sale and refused to allow surveyors onto the land. According to Searancke 'the Natives' asserted that Wiremu Kingi and Te Waka were the rightful owners.

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82. Cooper to McLean, 30 September 1858, AJHR, 1862, C-1/47, p 339

83. Cooper to McLean, 22 September 1858, AJHR, 1862, C-1/46, p 338

84. Cooper to McLean, 8 March 1860, AJHR, 1862, C-1/66, p 350

85. Searancke to McLean, 5 July 1858, AJHR, 1861, C-1/45, p 275; Searancke to McLean, 9 July 1858, McLean papers

The year before Searancke reported on a 'fearful disturbance' between the Ngaihitau Maori and Ngatuere about the Hurunuirangi reserve.<sup>86</sup> Ngaihitau had been resident on it, and claimed a portion of it as owners. In this they were opposed by Ngatuere. Searancke displayed his sympathies by concluding that Ngatuere was right in his claims and Ngaihitau were supported by the Rununga, and therefore, presumably, wrong. Searancke determined to purchase the reserve, stating that he 'would not on principle buy a reserve except in a case where quarrelling is going on and likely to lead to blood shed such as the case is'.<sup>87</sup>

#### **4.4.6 Other issues**

##### *(1) Crown grants*

Several instances of Maori as individuals and as a group selling large areas at a low rate and buying back portions of the same land at the high rate of 10 shillings an acre, in order to possess holdings of land which would definitely be recognised by the Government, have already been alluded to. References to other examples of this practice can be found in the correspondence between McLean and his subordinates. In June 1855, McLean remembered to tell Cooper that in December 1853 the chief Tutere had given him £20 for 40 acres, and Te Matanga had also paid cash for land that he had in cultivation.<sup>88</sup> Later, in 1859, when Searancke reported on the purchase of Tupurapura and its adjacent blocks, he noted that independent of their reserves Maori had subscribed to purchase other portions.<sup>89</sup>

The question arises, why would anybody consent to such an arrangement? Searancke put his finger on the answer in 1860, 'A general feeling of insecurity respecting the tenure of their reserves now pervades the Native mind, through the whole Province, and I believe results from a want of tangible proof that the Crown has made over such reserves to them and their posterity forever. There appears a feeling that they will be deprived by the Europeans of such reserves as are not held either by grant from the Crown, or other documents emanating from the Governor himself'.<sup>90</sup> The practice reflected a belief that land held as reserves, let alone land held under traditional Maori title, was not secure. The only way some Maori believed they could truly own their land was to obtain a Crown grant. Therefore some preferred to have a smaller amount of land from a Crown grant than a larger amount of land that was not so secure. It is also likely that some preferred the prospect of having individual title to a piece of communally held land.

Searancke, in the passage above, also linked Maori insecurities over land tenure to the 'reserves' question. The numerous instances of reserves being sold by chiefs showed conclusively that these areas of land were not inviolate or inalienable. If it had ever been the purpose of reserves to be permanent pieces of land to retain, then the record of success was 'patchy'. Beyond Searancke's comments, it is likely that if significant numbers of Wairarapa Maori held the view that their original lands and

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86. Searancke to McLean, 28 January 1860, McLean papers

87. Searancke to McLean, 20 January 1860, McLean papers

88. McLean to Cooper, June 1855, AJHR, 1861/34, pp 268ff

89. Searancke to McLean, 26 February 1859, AJHR, 1861/43

90. Searancke to McLean, 21 February 1860, AJHR, 1861/61, pp 288f

reserves were not in a position of secure title, they had had that view impressed on them, either by Crown agents, settlers, or by observation of squatters' insecurity of tenure. This issue has implications for the way which the initial negotiations for sale were conducted.

Not everyone had to buy back land to obtain a Crown grant. Some were perhaps more adroit in their negotiation. Important chiefs had included individual reserves for themselves as part of deeds of sale. The most successful at this was Raniera. In return for guiding the sale of the East Lake Block in 1853 he secured for himself a reserve of 2840 acres. So, there were two categories of Maori expecting Crown grants: those who reservations of land were made as part of a deed of cession; and those who had arranged to obtain the land separately. These two categories were not as clear cut, however. In 1862, a list was made using this division. There were 20 pieces of land involved, totalling 6655 acres 1 rood, and 18 chiefs. In that list, only Raniera's 2840-acre block and Te Manihera's 1000-acre block at Wharekaka were described as part of a deed of cession. Wiremu Kingi's block of 495 acres at Tupurapura was not supposed to have been connected to the deed of cession, yet it was. Likewise, the 100 acres for Ngatuere from the Manaia block were supposed to have been unconnected with the cession of the territory, yet they were. Most of the other parcels of land were in 100 or 50 acres blocks, the only other major piece being 1000 acres to Wiremu Waka, reserved from the Manawatu block, sold in 1853.<sup>91</sup>

After a couple of years in the area, Searancke was highly supportive of individual possessing secure title to land. He wrote to McLean:

I believe that ill feeling and many difficulties between Europeans and Natives, and among Natives themselves, have been caused and aggravated by unsettled land questions in this district particularly. Individualizations of title will tend to remove this. It is also the more necessary, in a district where the Europeans are daily increasing in numbers, that the title to land should be simplified as much as possible . . . I also believe that the issue of Crown Grants, where practicable among them, will tend to remove one of the great lines of demarcation between the Native and European, and every difference removed will be one cause less for jealousy and dispute.<sup>92</sup>

There we have an early call from the European side for a process resembling that undertaken by the Native Land Court a few years later.

Despite payments by Maori, promises by the Crown, and the enthusiasm of native land purchase officers, no Crown grants had actually been made by 1862. That the mechanics of receiving a grant were so slow was a source of annoyance to Maori, and, naturally, a source of suspicion. As Searancke's note above suggests, the withholding of Crown grants from Maori had the potential to be viewed as a racist demarcation between the two peoples. He also observed that delay risked the alienation of erstwhile loyal supporters of the Crown. Raniera had written on

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91. 'Abstract of Cases in which Promises have been Made, or Engagements Entered into by the Government with the Natives, that Crown Grants shall be Issued to Them', 11 February 1862, AJHR, 1862, E-10, p 23

92. Searancke to McLean, 28 November 1861, AJHR/74, p 299

25 May 1860 asking for his grant, other important allies like Ngatuere were waiting for theirs also.

An isolated grant of 40 acres had been made to Ihaja Te Whakamairo, at Masterton in August 1859, but it was from January 1863 that the rest of the Crown grants were made. Significantly the first one granted was to Raniera, a loyal supporter of the Government. Twenty-four grants had been made by April 1865, totalling 8764 acres 1 rood. Five of the 1862 list were not yet granted, while nine others had appeared. Te Manihera obtained four blocks totalling 1906 acres. Another substantial addition was 1150 acres granted to Piripi Ihairaira and Rewai Tamati on the East Coast near Whareama in April 1865.<sup>93</sup> In some cases, the wait for the Crown grant had been over 10 years. Some were finally successful, some still had longer to wait.

*(2) Five percents*

As the second chapter outlined, some of the earlier and larger sales included the provision for 5 percent of the return to the Government when the land was sold to be paid to the Maori sellers. In short, the Government was very slow to pay the money and from the mid-1850s Maori of the area loudly called for the promise to be fulfilled. As the matter was dealt with in the late 1860s, it will be investigated fully in the next chapter. Throughout the period of this chapter, payments under the 5 percent heading were made in an 'ad hoc' manner. Certainly there were no clear instructions to Searancke when he arrived. He was unsure about what to do with 5 percents, and so asked McLean for instructions about them, 'am I to pay [Manihera] or other natives anything on this account, I have not got any receipts for 5 per cents and therefore am shy of commencing a payment on that head'.<sup>94</sup>

Small 'ad hoc' payments made to chiefs under the head of 5 percents must be seen as part of a strategy to foster the support of chiefs, or at least, to buy their neutrality. An 1862 'Return of all sums paid and presents made to natives' included numerous payments to chiefs under the 5 percents.<sup>95</sup> They included (January to March 1862):

Piripi Patoromu	£4
Wereta Kawekairangi	£10
Manihera and others	£15
Ngatuere	£20
Wirimu Naera	£1
Arama Tuko Kairangi	£10
Wereta	£10
Wereta	£25
Wiremu Kingi	£25
Raniera	£400

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93. 'Return of All Grants of Land and other Endowments Made for the Benefit of the Native Race; Crown Grants Issued for Native Subjects of Her Majesty', AJHR, 1865, E-7, p 1

94. Searancke to McLean, 28 May 1858, McLean papers

95. AJHR, 1862, E-12, p 15

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Major chiefs also had the opportunity to accept Native Assessorships, with a annual salary of £30 to £50. Six prominent land sellers were recommended for Wairarapa in December 1860, Te Manihera, Ngatuere, Wi Potangaroa, Raniera, Hemi Te Miha, Ihaia Whakamairu. Two others were to be nominated for the East Coast.<sup>96</sup>

Searancke also commented on general discontent in Wairarapa about the realisation of other promises made to them at the beginning of the negotiations. In September 1859, Searancke noted that Wairarapa seems forgotten by the Government and that 'the Natives feel it'. He commented that the 'Natives very much depressed in spirits in valley generally'. He gave them some food and asked McLean whether some employment could not be found for some of them'.<sup>97</sup> They were not receiving the expected benefits of jobs and public developments. Yet, Searancke was not always so sympathetic. In January 1860 he observed the 'general discontent against the Govt superinduced in a great measure by their poverty and their debts, as if the Govt were responsible for them'.<sup>98</sup>

### *(3) Miscellaneous*

One or two problems that Searancke had to deal with as district commissioner did not directly affect the Crown. Donald had taken up a lease on the Manaia run in 1848. He had paid five years rent in advance. From 1853, when purchases had begun and leasing had supposedly been stopped, he refused to pay more rent, while still remaining. The Manaia block was purchased in 1858 and then Donald wanted to exercise his pre-emptive right as runholder to purchase his homestead. Searancke's view was that the Maori were clearly entitled to the rent and until Donald 'honestly fulfilled the lease' he would not be entitled to the homestead.<sup>99</sup>

## **4.5 1862–65: McLEAN, FEATHERSTON, COOPER**

In the middle of 1862 Searancke was relocated by the Native Land Purchase Department. His failures on the west coast and his difficulties with Te Manihera had given strength to his enemies. McLean returned to the area in early 1862 and completed the purchase of some blocks that Searancke had been working on. The Makara block (estimated to contain 8000 acres) which McLean had begun negotiations on in 1856 and which Searancke had made an additional payment of £20 on 13 January 1860 was completed on 17 January 1862. McLean paid out a further £320 to make a total on the block of £400. Even after all the troubles caused by loose boundaries this deed provided another example. The external boundaries were marked by place names and a reserve not more than 100 acres was promised. Only three signed the deed. McLean next completed the drawn out question of Arama Karaka's land in the Pahaoa block. In 1856 £100 was paid, now on

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96. AJHR, 1861, E-31

97. Searancke to McLean, 10 September 1859, McLean papers

98. Searancke to McLean, 20 January 1860, McLean papers

99. Searancke to McLean, 16 July 1858, McLean papers



27 January 1862 another £175 was paid for the estimated 3900 acres. This time there were 14 signatures on the deed and a plan drawn up of the boundaries.

Next, McLean completed an addition to the Te Whiti block that had been bought in 1855. The payment for this 740 acres of land had been staggered: £20 paid on 18 August 1860; £20 more on 24 January 1862; and then a final £60 on 12 February. Twelve people signed the deed. The payment on this occasion had been worked out to an acreage of 740 and the boundaries when surveyed would be made to fit that acreage. Besides the £100, an important payment was 100 acres of land to Hamiora Pukaiahi. Again the precise location of this land was not defined. It is likely that Hamiora would have expected a Crown grant for this land.<sup>100</sup> If he got one then his strategy of getting as a reserve was preferable to buying back the land at 10 shillings an acre.

Three days later McLean bought a reserve from the Whawhanui block (bought in 1853), estimated to contain 1000 acres for £80. Curiously the land was bought off an individual, Karauria Kape, and sold as if it had belonged to that individual. The deed read 'this is the piece of land which I withheld as a place for myself on the sale of the land on the 25 of the October 1853'.<sup>101</sup>

Featherston had taken up the mantle of purchaser by the time the next deeds were signed. He completed three blocks in one day on 22 January 1863. First, the Tauheru block which contained an estimated 21,000 acres. Both McLean and Searancke had paid instalments totalling £80, and Featherston paid a further £140 to complete the purchase of 'all our right title claim and interest whatsoever thereon'. Seven signed the deed, the first in the list being Hamuera. That same Hamuera received a 156-acre reserve. A plan was annexed to the deed showing the boundaries and the location of the reserve, but only their shape – the precise location of the lines as they related to the ground still awaited the survey. Featherston also bought the Kahutara Bush block, estimated to contain 900 acres, off four chiefs for £200, and the Otumaunga block off the same four chiefs plus Ihaka for £40.

Featherston returned to his land purchaser functions in May of that year to purchase a 62-acre block, called Te Kohutu, off two sellers. Fifteen pounds was paid and a detailed and surveyed plan was drawn up of the block. The sale was interesting because it apparently required the Governor's consent under the 'constitution act'. That consent was given by Governor Bowen on 27 June 1868 and included along with the deed. Featherston did the same thing again in April of the next year. Again there were two sellers – Karaitiana Korou – was in both of them. This time the block was 430 acres at Whangaehu for which £25 was paid. Again the Governor's consent was required and given later. If the measure had been put in place to slow the alienation of further Maori land in the area, it had obviously failed.

The same day as the Whangaehu purchase was concluded Featherston obtained a larger block called Kopuaranga. It was estimated to contain 4620 acres and it sold for £300. Having 14 signatures as it did places it as one of the most widely shared in sale in the district after 1854. There was no Governor's consent appended to this deed. Two most prominent sellers sold another block on 26 April. Te Manihera and

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100. Turton, deed 171

101. Turton, deed 172

Rawiri Piharau sold a 150-acre block at Pouawatea, near Featherston, for £150. This was possibly part of the block which Rawiri finally received from the Government in 1860.<sup>102</sup>

The last two purchases in the area before 1865 were made by Cooper. On 19 April 1864 he completed the Kumurau block at Tauheru which McLean had earlier begun by paying £103. Cooper completed the sale by paying a further £200 for which he obtained four signatures. The block was estimated to contain 12,000 acres. In August he purchased another 4000 acres at Motukaitutae, at Upokongaruru. Seventeen signed the deed and £100 was received.

From the estimates given in Turton, during this period (1862–65) a further 56,902 acres were sold in Wairarapa. Allowing for the usual inflation of block sizes, we could tentatively revise that to between 40,000 and 50,000 acres.

#### 4.6 CONCLUSIONS

From 1854 to 1865, there was a lot of land purchasing, selling, and claiming in Wairarapa. A simple addition of the estimated areas of blocks sold suggests that 261,190 acres were sold between late 1854 and 1865. With the possible reductions to these estimates that I have suggested throughout, the figure could be closer to 220,000 acres. In contrast to the first session of purchases in 1853 and 1854, the prices for land increased yet the number of Maori signing for the land decreased. On the surface it looks as though the financial benefits of selling the land were hijacked by a number of prominent sellers. This was a process that was encouraged by the Crown purchasers, who were happy to do business with only a few sellers. The critical question is, did those small number of sellers have a mandate from the rest of Wairarapa Maori? There is no simple answer to this – it is likely that there was variation through the region and through the various stages. Certainly there is evidence of complaint against some selling chiefs, Te Manihera and Te Wereta particularly. There are more examples, however, where the actions of chiefs were apparently not challenged. A related issue is the appropriate role of the Crown in the matter of chiefly authority to sell land. Certain chiefs vigorously asserted their rights over lands, as they vigorously asserted their place in Maori society. Was it the Crown's job to question that and to undermine these chiefly aspirations in favour of the interests of the 'ordinary people'? There seems to be a case that on many occasions the Crown had been uncritical of the numbers of valid interests in pieces of land when it so frequently accepted offers of sale of land from so few.

Similar issues are involved in the question of the extent of land sold, and we have visited them before. Should the Crown have more actively limited the amount of land Wairarapa Maori could sell. Should they have taken the decision to sell land out of the hands of Maori in order to preserve a lasting estate. In other words, should the Crown have been more paternalistic? Or, could it be put another way, could the Crown have been less encouraging of those chiefs who boldly asserted their right to sell so much land?

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102. Turton, deed 179

## CHAPTER 5

# SALES AND LAND MATTERS, 1865–1900

By 1865, as the previous chapters have demonstrated, about 80 percent of the land in Wairarapa had been sold. The largest area remaining in Maori ownership was the 'Seventy Mile Bush' in the north of the district. Some smaller blocks were still scattered around through the remaining area, and there were numerous reserves. The period after 1865 is distinct from what went before it because of the presence from that time of the Native Land Court. As we have seen, problems of determining ownership of and the right to alienate land had haunted some of the earlier purchases. Theoretically, the Native Land Court, with its brief to determine ownership after careful examination, would be a step toward solving that problem. As we will see, theory did not always follow into practice. After 1870, when the Immigration and Public Works Act was passed, land was purchased under its authority. As the title of the Act implies, the 1870s saw a new drive by the Crown to obtain Maori land for the purpose of providing land for immigrants and for public works. The resurgence of land purchasing in the 1870s was reflected in Wairarapa, where most of the land had already been alienated, mainly through renewed negotiations for the Seventy Mile Bush.

### 5.1 SEVENTY MILE BUSH

Lying to the east of the Manawatu Gorge was a vast forest of matai and totara. Loose titles 'Seventy Mile Bush', 'Forty Mile Bush' and 'Tamaki' all referred to this area (although the Forty Mile Bush was often applied only to the Wairarapa end, and Tamaki usually referred to the Hawke's Bay end). The bush straddled the provincial boundary between Wellington (Wairarapa) and Hawke's Bay, extending from north of Masterton through to the Ruataniwha plains in Hawke's Bay. The area was eventually divided into over 20 blocks. In Wairarapa there were the Manawatu–Wairarapa blocks, the Mangahao blocks, the five Puketoi blocks, the Kaihinu blocks, and the Ngatapu blocks. The Puketoi blocks reached over into Hawke's Bay. There were numerous other blocks in the Hawke's Bay province.

Ballara and Scott give some details of the early occupation of the area. By the eighteenth and early nineteenth century, the bush was dominated by the Hamua hapu of the Rangitane iwi. They had never been expelled from the area or dominated by Ngati Kahungunu, although gradually the people of the two iwi lived alongside each

other.<sup>1</sup> Amongst the 'new comers' were Ngai Tahu. They also intermarried with the Rangitane inhabitants. However, Ballara has cautioned against simply identifying 'Rangitane' as owners of the area, as Rangitane living east of the ranges were often bitterly resentful of Rangitane chiefs like Hoani Meihana Te Rangiotu and Peeti Te Aweawe,<sup>2</sup> who lived west of the ranges but were only too happy to sell lands to the east. Ballara highlights the Crown's use of these willing sellers as a dubious tactic, made possible by the Native Land Court's refusal to accept the arguments of the eastern Rangitane to limit their influence.<sup>3</sup>

### 5.1.1 Early negotiations

Prior to the major sales of the area in 1871 the 'Seventy Mile Bush' came into consideration in two ways: first, as blocks on the periphery were bought and, secondly, as advances were made within the bush itself.

As we have seen, the first purchase in the Wairarapa district was the Castle Point block. This large block extended from the East Coast inland to the Puketoi mountain range. Its western boundary formed the eastern boundary of the 'seventy mile bush' area. The same year, 1853, McLean also purchased the 'Manawatu' block. This large block extended in a north-westerly direction from Masterton towards the Tararua Ranges. This block formed the southern boundary of the 'Seventy Mile Bush'. The purchasers encroached further inward upon the bush in 1859 through the 'Ihuraua' block. This lay in the south-east corner of the bush itself, between the Castle Point and 'Manawatu' blocks. The same year, McLean purchased the 'Makuri' block, which extended the western boundary of the Castle Point block westward into the bush. The land called Makuri was later included in the Puketoi 4 and 5 blocks, part of the 'Seventy Mile Bush, Wairarapa' sale.

Meanwhile, advances had been made in the Seventy Mile Bush itself. Money had been paid on the Makuri block in 1855. From the Hawke's Bay end, Cooper began enquires into purchasing the bush in 1857. In Napier, from Te Hapuku, he got the impression that 'Tamaki' would not be sold at present.<sup>4</sup> Yet, Cooper saw the key to opening up the area was Te Hirawanu, the leading chief at Puehutai (a village on the upper Manawatu River east of the ranges). Cooper believed that Rangitane would not be interested in selling the bush until their lands on the west coast had been bought.<sup>5</sup>

During 1858, Searancke began negotiating from the Wairarapa end. He walked into the area in April. Having first met resistance from the local people and their leader Te Hirawanu, Searancke then turned to Rangitane from west of the ranges

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1. Ballara and Scott, 'Tamaki', in Wai 201 claimants' report, pp 2ff
  2. Te Rangiotu was a major leader of the Ngati Rangī-te paia hapu of Rangitane. In the late 1860s, he established a village now known as Te Rangiotu, lying between Palmerston North and Foxton. M Durie, 'Te Rangiotu, Hoani Meihana', DNZB, vol 1, p 496. Te Rangiotu's cousin Te Peeti Te Awe Awe was a leader of the Ngati Hīneaute hapu. He lived in the region of Palmerston North and was a noted soldier on the side of the Crown during the wars of the 1860s, M Durie, 'Te Awe Awe, Te Peeti', DNZB, vol 1, p 442.
  3. Ballara and Scott, p 7
  4. Cooper to McLean, 24 February 1857, McLean papers, B&S, p 13
  5. Cooper to McLean, 29 March 1857, AJHR, 1862, C-1/29

(that is, non residents). As we have seen in the previous chapter, on 22 April 1858, some 13 years before the actual purchases began, he paid an advance of £100 for 'Ngaawapurua'. This block comprised over 100,000 acres of the bush at the Wairarapa end. There were nine recipients of the money: Hoani Meihana Te Rangiotu, Peeti Te Awe Awe, and others from the west. This only hardened the resolve of the local inhabitants not to sell. James Grindell reported that locals said that 'Hoani had unjustifiably acted in direct opposition to people resident'.<sup>6</sup> This is an early statement of the primary theme of the sale of the Seventy Mile Bush, the tension between Rangitane from east and west of the ranges.

Searancke, nevertheless, held high hopes for making what would be a great purchase for him as a young land commissioner. Despite the fact that Te Hirawanu had wanted 30 pence an acre for the land, Searancke told his superiors that he thought ninepence an acre, and a total of about £5000 would satisfy them.<sup>7</sup> In November he returned to the area with £1500 for a first instalment of a final sale. He was, however, 'checkmated' by Te Hirawanu, who declined Searancke's offer of £5000 and 'would not budge' from his demand to have the land surveyed first and sold by the acre at a rate that Searancke thought was 'too ridiculous to report'. Te Hirawanu had told Searancke that he would 'not sell the land in the dark'.<sup>8</sup> Although Searancke held some hopes that Te Hirawanu would reconsider in 1859, these negotiations remained in limbo for over a decade. As will be seen, in financial terms the wait was very rewarding for the sellers.

### **5.1.2 The August 1871 purchase – the 'Tamaki' block**

Ballara and Scott have argued that the real impetus to buy this area came from the Hawke's Bay end. F D Ormond, the superintendent of the provincial government in Hawke's Bay in the early 1870s, was a prime mover, while McLean, who was also living in the area and was superintendent of the province during the 1860s, also took an active role. In July 1868, McLean instructed Samuel Locke to enter into preliminary negotiations. These were suspended for a while in later 1869.<sup>9</sup> The hold up was related to a lack of funds in the Hawke's Bay Government. Ormond had asked the colonial government for a £10,000 loan in September 1869, and the cool reply he received led to the suspension. Negotiations resumed in April 1870. Ormond noted that Maori from upper Manawatu and elsewhere were then in Napier negotiating for the sale. He found it necessary to make advances of £10–£20 to principal claimants, so that they could maintain themselves in Napier while the dealing went on. Negotiations for three blocks, Maharahara and Te Ahuaturanga (both in Hawke's Bay), and Puketoi (straddling both provinces), had been successfully concluded by May 1870 according to Ormond. An advance of £50 was

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6. Grindell's journal, 1 June 1858, AJHR, 1861, C-1/46

7. Searancke to McLean, 5 September 1858, McLean papers; Searancke to McLean, 27 September 1858, AJHR, 1861, C-1/48

8. Searancke to McLean, 12 November 1858, AJHR, 1861, C-1/50; Searancke to McLean, 20 November 1858, McLean papers

9. Locke to McLean, 11 November 1873, MA 13/82B; Ballara and Scott, p 17

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paid on each block. However, the area still needed to be sent through the Native Land Court to have its ownership decided.<sup>10</sup>

There remained opponents to the sale. There were some who wanted the land in the area to become the inalienable possession of particular Maori groups. Ballara and Scott refer to an undated trust deed with this purpose relating to a 12,000-acre block called Orangi Waiaruhe. In August 1870, strong opposition to the sale came from Maori living at Porangahau (to the east of the Hawke's Bay part of the block). Henare Matua emerged as a leader of this group.<sup>11</sup> Their position related in part to the confusion and disagreement that existed as to where the western boundaries of the large coastal blocks lay. There was some disquiet about the Porangahau boundary, and to the south, Wairarapa Maori were arguing that more money was due on the Makuri block.

The Native Land Court hearings were crucial to the whole outcome. There, decisions were made about who 'owned' the area that would impact heavily on the negotiations. In September 1870, Locke was in the area 'trying to shepherd all the land that the Government was trying to purchase through the court'. Puketoi 1 was heard on 8 September. Huru Te Hiaro, the principal chief of Te Hawera in the Wairarapa end of the bush, claimed the block was owned solely by Rangitane. He named 41 owners, including all the principal Rangitane chiefs living east and west of the mountains. He was successful, although a piece claimed by other hapu was sliced off.<sup>12</sup> The other Puketoi blocks quickly followed through the court. Ballara and Scott reflect general scholastic criticism of the working of the Native Land Court in their observations about the court's investigation into the Puketoi blocks and those in the Hawke's Bay end of the bush:

these brief hearings, held for many square miles of territory over three days were hardly adequate investigations of the Maori ownership and occupation of the Seventy Mile bush. Certificates of Title for all 12 blocks were ordered by Judge John Rogan, at Waipawa under the Native Land Act of 1865, on 10 and 11 September 1870, in each case to ten or less people. The Act which restricted the number of owners in each block to 10 people, despite the huge size of the blocks concerned, and the large numbers of people interested in them, disempowered many Rangitane people. Because of the lack of restrictions on alienation on all of the blocks save Tamaki and Piripiri [in Hawke's Bay], and because grantees including chiefs of Western Rangitane were enabled to treat the blocks as their private property, eastern Rangitane as a people were powerless to retain sufficient lands for themselves.<sup>13</sup>

Most of the bush lying on the Wairarapa side, excluding the Puketoi blocks, did not go through the court at the same time, as some of the principal claimants had been absent. This is why the area negotiated for at first did not include most of the Wairarapa blocks. The great majority of the land that initially passed through the court and formed the 'Tamaki' purchase was on the Hawke's Bay side. Only the

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10. Ballara and Scott, p 19

11. Ballara and Scott, p 2

12. Ballara and Scott, p 24

13. Ballara and Scott, p 30

Puketoi 4 and 5 blocks were wholly in Wairarapa (covering the area of the earlier Makuri block), while the Puketoi 1, 2, and 6 blocks were partly in Wairarapa. In 1874, Locke wrote that Puketoi 4 and 5 were 'included in Deed of Purchase, for the purpose of confirming prior purchase made in 1859, when the same land was dealt for under the name of the Makuri block'.<sup>14</sup> It was not explained why a confirmation was necessary. The area in Wairarapa included in the 'Tamaki' purchase was approximately 85,000–90,000 acres.

By the end of September, Ormond was of the view that the land which had been through the court was going to be sold, the only question remaining was one of price. In April the next year, Locke resumed negotiations, offering £14,000 for the area which had been through the court – 12 blocks totalling about 250,000 acres. It appears Maori wanted £20,000, so that Ormond hoped to settle for something in between the two, but was willing if need be to extend to the asking price.<sup>15</sup> It then transpired that there was a strong feeling among Maori negotiators that they should not drop below £30,000. The breakthrough came on 1 June 1871, when 12 chiefs signed an agreement to sell the 12 blocks desired by the Crown for a total of £16,000. Ormond noted to McLean that when advances and cost were taken into account the price would be closer to £18,000, but this was a sum he was willing to pay.<sup>16</sup>

The figure of £16,000 and the sale itself was not agreed to by all; there still remained some of the share-holders who were unwilling to sell. To get around dealing with the 'unco-operative' immediately, which would have necessitated a rise in the price, the Crown only paid £12,000 to the willing sellers, withholding the other £4,000 in the hope of buying off the shares of the Porangahau people and others who retained their share. Presumably, the Crown's intention was to use this agreement to pressure those remaining to accept the deal that had been made, and thereby purchase the area for substantially less than the £30,000 initially hoped for by some claimants.<sup>17</sup> Through the middle of August, however, Crown negotiators continued to wrestle with Porangahau Maori over the price. Locke suggested to Ormond that threats might be employed to force the issue: he wrote, 'perhaps if you were to give [Henare Matua] another hint that whatever he might say to the contrary the government were aware of his conduct, it might do good'.<sup>18</sup>

The lack of counter advice available for Maori was a problem in these later purchases, as it had been from the start. McLean and Ormond, who were responsible for the bush purchase, were two of the province's largest land holders. Their interests as such, and as Crown and provincial officials, included the progress of European colony and thus often in conflict with the aspirations of Maori non-sellers. As a result, the strong opposition to sale, which was everywhere noted, was not allowed to stop the purchase. Grindell's report of the signing of the deed for £12,000 revealed the grave doubts held by some sellers. Some were concerned to secure more

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14. MA 13/82B, Ballara and Scott, p 52

15. Ormond to Fox, 6 April 1871, MA 13/82B; Ballara and Scott, p 33

16. Ormond to McLean, 17 June 1871, AJHR, 1871, D-7/5

17. Ballara and Scott, p 38

18. Locke to Ormond, 13 August 1871, AGG-HB 3/18, Ballara and Scott, p 39

reserves. Wirihana Kaimokopuna signed 'with great hesitation, resting his head upon one hand and holding the pen in the other for a considerable time before affixing his signature'.<sup>19</sup>

On 16 August 1871, the final deed (as opposed to the 'agreement to sell' of 1 June) for the 250,000 acres of the bush called 'Tamaki' was signed. While there were some reserves mentioned on the Hawke's Bay side, there were none in the Wairarapa part. The deed stated that to ensure that there would be no dispute when the reserves were surveyed later, the Crown paid only £12,000 of the £16,000 negotiated for on the day and promised the rest when the reserves had been surveyed and settled (this was received on 23 December 1873). We have already seen the other reason. There were 69 signatories to the deed. The deed itself shows the complicated nature of the sale, with the signing taking place over a number of days from 16 August. Numerous advances had been made on the blocks within the area prior to the official deed, adding to the total price. Also in 1873 another £500 was paid to Te Hapuku and Tareha – Hawke's Bay chiefs, the latter of whom had not participated in the original sale. There is also some evidence of 'ad hoc' payments to chiefs. Hoani Meihana was given a gold watch for 'the honourable part he took throughout the transaction'.<sup>20</sup>

Payment and negotiations for the land were not finished there and then. The Crown had paid the £16,000 but still did not possess all of the shares. A Government return of 1874 put the total land bought at 183,430 acres (Puketoi 4 and 5 were not included and some of the other blocks' estimates were revised down) for which £17,552 was paid as purchase money and £3301 expended on expenses.<sup>21</sup> In a return of the following year, the two Puketoi blocks left out were now added in, bring the total acreage to 219,930 acres for a total price of £18,232, with survey and expenses of £5678. Even then, the Government had not yet acquired all the shares for all the blocks.<sup>22</sup> It was not until December 1877 that Puketoi 1 to 5 and Ahuatuanga were proclaimed Crown land. Ngamoko and Tuatua followed in February 1878. Te Ohu, Maharahara, Rakaiatai and Umutaoroa remained at least partly in Maori hands. From 1877, Government agents vigorously pursued those shareholders who still had not sold. All the blocks that were not completed, except for Te Ohu, were gazetted by the Government for sale regardless of the fact the purchase was not complete. To use Ballara and Scott's term, bounty hunters were sent out to get the remaining signatures. Grindell was offered £1 a day for a month and £10 a signature. He accepted the contract in April 1880.<sup>23</sup> This apparently was unsuccessful, for in September of that year, Josiah Hamlin was offered £20 per signature and a total of £200 if he obtained all seven outstanding signatures. He also failed.<sup>24</sup> The 'bounty hunters' were regarded by Ballara and Scott as exemplifying new levels of improper

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19. Grindell to Ormund, 24 August 1871, AGG-HB 1/3, Ballara and Scott, p 42

20. MA 13/82B, Ballara and Scott, p 44

21. AJHR, 1874, C-4

22. Ballara and Scott, p 53. Another figure for 1879 is given by Ballara and Scott: 264,924 acres sold for £18,222 price plus £6,077 expenses. These figures equate to 1s 4.5d per acre for Maori and a cost of 1s 10d for the Government. Curiously, Ballara and Scott calculate the price as 11d per acre.

23. Ballara and Scott, p 58

24. Ballara and Scott, p 60



dealing on the part of the Government, 'while the interests of Maori hapu were disregarded as at the least vexatious, if not almost seditious'.<sup>25</sup> Ballara and Scott offer great detail on the pursuit of the remaining signatures, but as they related to blocks in Hawke's Bay here is not the place to outline the whole story. Suffice it to say that the attainment of full ownership for the Crown cost considerably more than £16,000. The final figures that Ballara and Scott give for the Tamaki block are 257,071 acres sold, for which £19,033 was paid to Maori and £6191 on expenses. These figures worked out at just less than 1s 6d per acre to Maori and a cost of just under two shillings per acre to the Government. Ballara and Scott could only speculate as to the Government's profiteering from the land, regarding the return as 'magnificent' and probably in the region of £1 or more an acre.<sup>26</sup>

### **5.1.3 The Repudiation movement of Hawke's Bay**

Henare Matua strongly criticised the Government's tactics in the purchase of the area, particularly the working of the Native Land Court, which, he argued, left out important claimants because they were opposed to the sale. He was a leading protagonist who helped provoke the Hawke's Bay Land Alienation Commission into existence in 1873.<sup>27</sup> Ballara and Scott have argued that the several complaints brought to the commission by Maori claiming to have been left out as grantees tend to substantiate Matua's claim.<sup>28</sup> Hamana Tiakiwai criticised the grantees who sold the land that they were supposed to be looking after for the hapu. The working of the commission has been outlined in great detail elsewhere,<sup>29</sup> suffice it to say here, the extension of purchases into the Wairarapa end of the bush continued even while this commission was taking place.

Other petitions followed the August 1871 purchase. In 1890, Paraone Ngatata claimed that he had not been paid for Puketoi 4. An official then noted that the block had been purchased and gazetted in 1859 but 'through an oversight' it passed through the Native Land Court in 1870. The official carried on, 'to rectify this it was with the consent of the whole of the owners included in the deed of sale, August 16, 1871'.<sup>30</sup> Ngatata's claim was followed by others. The official reply was that the land had been fully paid for as Makuri in 1859 and that the owners had signed their names in explanation of this fact after it passed through the court in 1870.

### **5.1.4 The October 1871 purchase**

Soon after the 'Tamaki' block began its tortuous journey to be sold, negotiations started for the unsold area to the south. Ormond was keenly aware of the necessity to use the opportunities provided by the meetings for the Tamaki block to push ahead with the negotiations for the southern end. During 1871, the blocks went

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25. Ballara and Scott, p 87

26. Ballara and Scott, pp 72ff

27. Ballara and Scott, p 45

28. Ballara and Scott, p 51

29. See Ballara and Scott, pp 44ff

30. Ngatata to Government, 19 September 1890, MA 13/82A, Ballara and Scott, pp 70ff

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through the court and the 'owners' were decided. An 'Agreement to sell' the area for £10,000 was signed by 31 of the vendors in Wellington on 5 October.<sup>31</sup> The deed for the 'Seventy Mile Bush, Wairarapa district' was signed over a period of days from 10 October 1871. The area covered by this deed was 125,000 acres, divided into 10 blocks:

Kaihinu 1 (22,000 acres) and 2 (19,000 acres)

Mangahao 1 (23,000 acres) and 2 (8000 acres)

Manawatu–Wairarapa 1 ('Eketahuna', 6000 acres), 2 ('Mongorongō', 15,000 acres), 2A ('Pukahu', 6000 acres), 2B ('Pahi Atua', 15,000 acres)

Ngatapu 1 (4000 acres) and 2 (7000 acres)

These blocks completed the sale of the Seventy Mile Bush in Wairarapa with the exception of three blocks. There remained unsold Wairarapa–Manawatu 3 (Mangatainoka), a large and valuable stretch of land of about 62,000 acres through the centre of the Wairarapa end of the bush, and two smaller blocks, known as Kauhanga (although Mangahao 3 was also used for part of it), at the extreme north-west corner of the Wairarapa district, beside the Manawatu Gorge. For the 10 blocks that were sold, a total of £10,000 was paid. This worked out at just over 1s 7d per acre. These 10 blocks were sold by some 60 'vendors' who had been allotted ownership by the Native Land Court, working out at an average of six 'vendors' per block. Notable, Peeti Te AweAwe, from the west, headed the list of signers, thereby indicating that he was a prime mover in the sale.

The boundaries of the blocks were outlined in an accompanying plan. Potential disputes over what were still fairly vague outlines of external boundaries were minimised by the fact that most boundaries were with other blocks of Crown land. If the three remaining blocks in the area were sold, there would remain only a couple of small pockets of land left in Maori hands in the whole area. There were, however, reserves. Eight reserves, with a total area of 4369 acres, were included in the deed. These were scattered throughout six of the 10 blocks. It is a simple calculation then to observe that four of the blocks – the Kaihinu blocks, Mongorongō and Pukahu – had no reserves allocated to them at all.

### **5.1.5 Extending the purchases at the Wairarapa end of the bush**

Just over a year after the 'Seventy Mile Bush, Wairarapa' block was sold, extensions to that purchase commenced. One of the eight reserves, the 500 acre reserve from Ngatapu 2 block, was sold by its 10 'owners' for £60 (or 2s 5d an acre – some improvement on the price per acre of the general block).<sup>32</sup> The 500 acres reserved at Ngatapu 1 were purchased for £500 on 26 June 1879 – a healthy £1 per acre.<sup>33</sup> The following year, 350 acres reserved at Mangahao 2 block were sold for £175.<sup>34</sup> Finally, in 1885 two areas of the reserve in Mangahao 1 were sold – Rarikohua and Tutai tapara (304 acres), for £190 on 12 December 1883, and Tararu (175 acres), for

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31. Turton, deed 182 and its enclosure

32. Turton, deed 187

33. AJHR, 1880, C-3, p 9

34. AJHR, 1881, C-6

£175 on 6 November 1883.<sup>35</sup> By the turn of the century, 1829 of the 4369 acres reserved had been sold to the Government. The quick alienation of reserves again raises questions about the purpose of reserves. Was it the case that some reserves were retained by Maori simply so they could arrange a more advantageous price for the land at a later date, while others were retained with a view to being held indefinitely?

In April 1873, the Government purchaser moved to obtain for the Crown the little area left in Maori hands in the extreme north-west corner of Wairarapa, beside the Manawatu Gorge. Kauhanga blocks 1 and 2 (Kauhanga 2 was also referred to as Mangahao 3), were sold by 21 'vendors'. The estimated 7000 acres fetched £550, a little over 1s 6d per acre. Two 20-acre blocks were reserved for some of the vendors.<sup>36</sup> In a manner similar to the reserves discussed above, it is unclear why this block was held back until later. The price they obtained was no better than the average price for the rest of the block; however, the land near the Manawatu Gorge was not the finest.

In October 1873, Maori of the area made another major sale, the Tararua Ranges. A block with an estimated area of 103,000 acres extending from the western boundaries of a number of Wairarapa blocks (including the Seventy Mile Bush blocks) was sold for £2792. The rate of 6½d an acre was, not surprisingly, lower than the normal rate in the more useable areas. The boundaries of this large block swallowed an earlier sale, Te Karamu, which had been bought in 1854 for £600. 'Tararua' was sold by seven 'vendors' but was signed by 76 Maori of the area. The deed contained an interesting addition: it outlined how the money would be divided. Five hapu – Ngai Tahu, Humua, Muaupoko, Rangitane, and Ngati Moe – who were represented by Karaitiana Korou, would receive £1737. Two hapu – Ngati Muratu and Muaupoko (curiously included in both lists) – represented by Matiaha Mokai, would receive £1054. An extra £1 appears to have slipped through a crack in the counting. Two reserves of 1000 acres each were also retained. In 1881, the block appears to have been extended for, as at 7 June 1885, it was recorded as 113,500 acres sold for £3885 18s 6d (a rate of 8.2d an acre).<sup>37</sup> The interconnections between the sale of this block and the blocks sold by Maori on the west side of the ranges need to be considered, perhaps when the report for the adjacent district is completed.

### **5.1.6 The Mangatainoka block**

The largest gap in the purchase of the Wairarapa end of the Seventy Mile Bush was the Mangatainoka block, which was estimated to contain 62,000 acres. This proved to be a very astute and lucrative delay on the part of the owners, for ultimately they gained a far higher price. The land went through the Native Land Court in September 1871 and was awarded to 'Rangitane'. At that time the land was withheld from sale. The following year, Grindell illustrated why the land was desired by the Government: 'the soil of this block is most excellent; the land is perfectly level,

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35. AJHR, 1885, C-7

36. Turton, deed 190

37. AJHR, 1881, C-6

heavily timbered, and never flooded . . . The line of the proposed railway to Ruataniwha in the Ahuriri district runs through this block, and its acquisition by the Government is of the utmost importance'.<sup>38</sup> Again, the Government worked through chiefs from west of the ranges. According to Grindell, by mid-1872, Hoani Meihana was arriving more at the view that the land was better sold: 'that the enhanced value to their reserves by roads and an European population in the vicinity would more than counterbalance the loss of the land sold'. The first steps to plugging this gap came in March 1873. Three western chiefs agreed to convey their shares of the block, for an advance of £100. This action was in the old style of paying advances to whoever was willing to sell in order to get negotiations for a block under way. Since the Native Land Act had been passed, at least, with a certain number of owners, all the parties had the right to hold on to their shares. The next day, a deed entitled 'Mangatainoka No 2 (Claims in)', was signed. The same land was involved. This time another 16 partial 'vendors' 'conveyed and assured and surrendered unto Her Majesty the Queen her successors and assigns All the right title and interest of the partial vendors . . . for the said sum of Three hundred and eighty pounds sterling and all other sums and sum of money or the price or prices of goods on the behalf of Her Majesty the Queen to be hereafter paid'. The two March deeds totalled £480, yet the second referred to another £100 being paid at an earlier date. In June the same year, Huru Te Hiaro and another chief received another £100 cash and £90 worth of flour and sugar on 'the account' for that block.<sup>39</sup> It is difficult to disentangle the various interests sold through this 'ad hoc' method. The total of £770 paid on the block thus far would only be a fraction of the eventual price.

After about 1875, Turton's *Maori Deeds* dried up as a source of information about Crown purchases of Maori land. Yearly returns in the *Appendices to the Journals of the House of Representatives* of Crown purchases of Maori land become the most accessible source. Progress reports on the block's gradual sale were made throughout the years. In 1878, the whole block was considered to contain 74,018 acres, and it was reported that a total of £1306 18s 6d had been paid to Maori (with a further £177 18s 6d expenses).<sup>40</sup> By 1882, a different policy was adopted by the Government. The block was divided into a number of smaller parcels of land, which were to be bought off one by one. Six blocks totalling 66,393 acres were referred to in 1882. The following year it was observed that Richard Booth, a land purchase officer, had spent £10,546 19s 8d (plus £685 14s 3d expenses) buying out shares from owners of those blocks, with an estimated £8000 still to pay to obtain the rest of the shares.<sup>41</sup> By 1885, the sub-blocks had been rearranged so that six new blocks had had their titles fully extinguished. On 1 July 1885, Mangatainoka blocks B (2080 acres), D (710 acres), I (10,500 acres), G (2566 acres), L (25,328 acres), and F (1240 acres) had their purchase completed for a price of £12,052 17s 4d, plus £873 7s 2d expenses. The total acreage of 42,242 acres was then sold at a rate of 5s 8½d per

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38. Grindell to Minister for Public Works, 31 May 1872, AJHR, 1873, G-8/41, p 32

39. Turton, deed 188

40. AJHR, 1878, G-4

41. AJHR, 1883, C-3

acre.<sup>42</sup> The reshuffling of blocks reflected Government persistence to get the land in the face of entrenched opposition by some owners.

At the end of 1855, then, blocks A (1956 acres), C (1000 acres), E (875 acres), H (604 acres), J (7015 acres), and K (12,519 acres) still remained in Maori hands. The Government was unable to purchase these blocks in their entirety and so resorted to another round of subdivision in order to complete the purchase of smaller portions. In 1888, five blocks were purchased: C1 (137 acres) for £90; E1 (490 acres) for £440 4s 6d; H1 (151 acres) for £94 7s 6d; J1 (3082 acres) for £4152 4s 2d; and K (9709 acres) for £7683 2s 1d. Thus, a further total 13,569 acres were sold for a total sum of £12,459 18s 2d (18s 4d per acre).<sup>43</sup> The price for block J was significantly higher than the rest and thus brought up the average price. That sum of about £12,000 was more than was paid for the whole of 'Seventy Mile Bush, Wairarapa' block of 120,000 some 17 years before, and was the sum that would have bought about half the approximately 1.5 million acres sold in 1853–54. Further smaller divisions were 'picked off' over the succeeding years. Purchase was completed on Mangatainoka J2B and 2C on 18 May 1890, 1250 acres sold for £1290 9s 11d – over £1 an acre.<sup>44</sup> Through to 1900, no further purchases in the Mangatainoka region were reported to have been made by the Crown. By then a total of 57,061 acres out of the 66,390 acres that went through the Native Land Court had been sold to the Crown. The remaining 9329 acres either stayed in Maori hands or were sold privately. The block was earlier estimated to contain 74,018 acres. This suggests that 7628 acres remained as traditional Maori land and did not pass through the court. That would appear to leave about 17,000 acres from the block in Maori hands in 1900. But, because the purchase was carried out over such a long period, the figure could be substantially less. In 1995, only 459 acres remained in the Mangatainoka block as 'Maori land'. So most of what remained in the block after 1900 was sold. The first alienation files for the blocks, covering the period from about 1905 to 1920, reveal that 1845 acres were sold to Pakeha individuals. Detailed research is needed to extract the details of the alienation of this block.<sup>45</sup>

The AJHRs do not make any mention of reserves. It is possible that there were some, however. Tutaekara was a reserved area within the Mangatainoka block and shown on maps of the area. During December 1890 and January 1891, eight lots of 50 acres each were sold for £76 2s each from this reserve.<sup>46</sup>

Perhaps not surprisingly, given the large amounts of money involved, the Mangatainoka block was the cause of some dispute among Maori sellers. Nireaha Tamaki, a chief of the Hamua hapu, who was regarded as the heir to Te Hirawanu (Searancke's nemesis) from Puehutai, struggled with the western Rangitane chiefs and the decisions of the Native Land Court as to the distribution of ownership of the Mangatainoka blocks. This reflected dissatisfaction from Rangitane Maori who lived in the area of the Seventy Mile Bush with Rangitane chiefs who lived on the

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42. AJHR, 1885, C-7, p 13

43. AJHR, 1888, G-2

44. AJHR, 1890, G-3

45. Mangatainoka alienation file, held at Hastings Maori Land Court

46. AJHR, 1892, G-4

Manawatu side of the Tararua Ranges but who exerted a large influence over the sale of the area through success in the Native Land Court. The appropriateness of the role played by western chiefs, which was greatly enhanced by the Native Land Court's decisions, is a basic issue, which will ultimately require the Tribunal's deliberation. Neriaha's ultimate struggle, however, was with the Crown. In 1890, he successfully got the Crown proclamation removed from the blocks which he owned and did not want to sell. He wanted to lease his interests. The Crown determination to obtain survey costs from him led to a court battle. A Court of Appeal hearing in 1894 went against Nireaha, but a Privy Council decision of 1901 overturned that.<sup>47</sup>

## 5.2 OTHER PURCHASES FROM 1865

As far as can be ascertained from Turton's *Maori Deeds* there were no Crown purchases in Wairarapa from 1865 to 1870. Government land buying was rejuvenated by the scaling down of hostilities between British forces and Maori, and by the Immigration and Public Works Act, 1870. We have seen that during 1871 new purchases were made in the Seventy Mile Bush. Through the middle of 1872 four agreements were signed to sell parcels of land in Wairarapa. 'Upper Tauheru' was signed by 20 people representing themselves and 'others' of Wairarapa on 15 March 1872. The sellers agreed 'to convey and assure unto the General government of New Zealand All that piece or parcel of land situate in the district of Wairarapa in Province of Wellington and being called by the name of Upper Taueru, estimated at ten thousand acres being the same more or less Bounded towards the North by Crown lands, towards the East, South and West by other Native land as the same was more particularly described to T H Hill'.<sup>48</sup> Bagnall described the area as 'land of the richest description', accommodating extensive Maori gardens in the early 1860s.<sup>49</sup> The signers also promised to put the land through the Native Land Court as quickly as possible to determine the owners. The Crown land to the north of the block that was referred to was the Castle Point block. As the agreement showed, by reference to borders with 'Native land', this area north-east of Masterton was one in which Maori still retained land. This 10,000 acres was ear-marked for sale at a rate of 1s 6d an acre. Upper Tauheru was included in the 1874 AJHR return of land under negotiation. After that reference, the block seems to disappear from the published record.

Similar agreements to those for Tauheru had, in 1872, been signed for about 3000 acres at 'Kurumainono' (whose location is only marked by obscure location markers so that the whereabouts of the block is unknown to this researcher), another 3000 acres at 'Arikirau' (the location of which is similarly difficult to pin-point), and an estimated 6900 in the Maungaraki region. The respective anticipated prices were 2s, 2s 6d, and 2s an acre.<sup>50</sup> It appears that the agreements were not fully carried out. In

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47. For further details, see A Ballara, 'Nereaha Tamaki', DNZB, vol 2, pp 359ff

48. Turton, deed 183

49. Bagnall, p 132

50. Turton, deeds 184-186

December 1873, T H Hill returned and completed purchases within the three blocks. Maori had agreed to sell 3000 acres at Arikirau in April the previous year for a fixed price. Now a surveyed block of only 610 acres was sold for £100 – a rate of 3s 3d per acre (an AJHR return put the price at £105, plus £52 6s 8d expenses).<sup>51</sup> There were three vendors on this occasion, all whom had signed the earlier deed. The plan shows ‘Native Land’ remaining unsold to the Government around the boundaries of the block sold. This is presumably the 2400 acres that were offered the year before but not sold. The Maungaraki was likewise reduced. Four vendors sold a surveyed block of 1666 acres for £300 (instead of the 6900 initially agreed upon). The new price was 3s 6d per acre (the AJHR return put the price at £315, and the expenses as £46 11s 8d). Again, the plan showed the native land unsold, which included at least 5300 acres. Finally, ‘Kurumahinono’ (surely the same as Kurumainono) was reduced from 3000 acres to a surveyed block of 690 acres. The price was £200, although the AJHR return put it at £205, with £66 17s 8d expenses. The rate per acre had been substantially improved to 5s 9d. Karaitiana Korou was the sole ‘vendor’ of the block.

In 1874, four other blocks were listed as being under negotiations: Ngawakaakupe and Wainui-o-Ru, of undetermined size and cost, a block of 1000 acres at Ukiwhenua, and a block at Ahitau, for which £20 had been advanced. No further mention in made of Ngawakaakupe and Wainui-o Ru but Ukiwhenua and Ahitau remained on returns at least as long as 1900 with the observation that £20 had been advanced on each and that they were uncompleted sales. Meanwhile in 1882 a 500-acre block called Umukereru was listed as under negotiation, and the purchase was listed as completed the next year.<sup>52</sup> By 1881, £242 had been paid on the 2077-acre Wangaehu 2 block. This payment appears to have completed the purchase. The price of 2s 4d an acre is feasible.<sup>53</sup>

Aside from the Seventy Mile Bush area, purchases from 1865 to 1900 by the Crown were minimal. About 3000 acres were definitely sold, while up to 15,000 acres might have been sold if Upper Tauheru and Ngawakaakupe were actually completed.

### 5.2.1 Wairarapa Lake

The lands bordering Lake Wairarapa and Lake Ferry had been sold to the Government in 1853 as the West of the Lake block (Turakirae) and the East of the Lake block (Turanganui).<sup>54</sup> The deeds themselves were not exact about the boundaries of the lake but the right of eel fishing had been reserved for the Turakirae block. A verbal agreement had been obtained from McLean at the time, to the effect that the lakes themselves and the low-lying swampy areas below the high-water flood line should remain in Maori hands. McLean also agreed that any settler who

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51. ‘Detail of Expenditure to 30 June, 1874, on Account of Land Purchases and Leases in the North Island’, AJHR, 1874, C-4

52. AJHR, 1882, C-4; 1883, C-3

53. AJHR, 1881, C-6

54. This section draws heavily from M Carter and A Ballara, ‘Te Maari-o-te-rangi, Piripi’, in DNZB, vol 1, pp 467ff.

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opened the shingle bar dividing Lake Ferry from the sea should be fined £50. The two lakes provided an invaluable source of food:

in Southerly storms the shingle bar at the seaward end of the lower lake would build up to form a dam; brackish water would spread inland, and the eels in the lake would be brought towards the sea and could be caught in huge numbers against the bar. In good years 20 tons of eels could be taken and dried.<sup>55</sup>

The floods which brought the eels were also a nuisance to Pakeha farmers in the area, and from the 1860s they began agitating to have the bar permanently opened. In 1868, an agreement was struck between Piripi Te Maari, Raniera Te Iho, and others and the Crown to open the bar temporarily for a sum of £40, but permission would be withheld during the eel season, January to March. Yet settlers continued to call for the lakes to be bought to solve the problem once and for all. Despite the fact that a meeting of Maori in 1872 decided not to sell the lakes, in 1876 the lakes were 'purchased' from Piata Te Hiko and 14 others. The deed signed by 15 Maori on 14 February stated that Ngati Kahungunu had retained rights over the water of the lake for eel fishing which had prevented Europeans from draining areas. For £800 and a £50 per annum pension to principal chief Piata Te Hiko, those rights were sold.<sup>56</sup> Carter and Ballara have argued that Te Hiko, by then a very old man, was placed under extreme pressure by those who wanted to sell – Te Manihera is singled out in this regard. Te Hiko also had other motives. He used the negotiations for the lake to settle an older problem he had with the Government about a block called Pukio. He told Maunsell, the Crown negotiator, that he would not sell the lake until the problems with Pukio were settled. It has also been suggested that Te Hiko was using the opportunity to vent years of frustration against younger chiefs Raniera and Te Maari. Te Hiko had been incensed by Raniera's appropriation of a reserve out of the Turanganui block, and by Te Maari and Raniera dealing with the Crown in 1868 about the lake without reference to him.<sup>57</sup>

Piripi Te Maari, Raniera and many others with an interest in the lake had not been consulted about the 1876 sale, far less had given their permission. Formal complaint was made so that the Government's victory was short-lived. In 1881 Te Maari applied to the Native Land Court to hear the claims of the non-sellers to the lake. The first hearing was in 1882. There Te Maari was successful in getting the Government's case dismissed on the grounds that it was based on the purchase of only 17 person's interests (where the two sellers in addition to the 15 who signed the deed came from is uncertain). In the second hearing Te Maari, Raniera and 137 others were listed as the owners of the two lakes. Here is an example of the Native Land Court performing its function of determining all the owners of a block, if listing individuals, rather than naming hapu, was the right approach.

E Maunsell, the Government negotiator returned to meet with the official owners in 1885. There he was confronted with a list of grievances relating to the lake. First, an earthquake in 1855 had raised up land which had been below the high-water

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55. M Carter and A Ballara, 'Te Maari-o-te-rangi, Piripi', in DNZB, vol 1, p 467

56. Turton, deed 198

57. Carter and Ballara, 'Te Hiko Piata Tama-i-hikoia', DNZB, vol 1, pp 449ff



mark. This land, it was argued, should have belonged to the Maori owners but some of it had been sold by the Government. Secondly, if the Government decided to open a permanent drain, the fishing in the area would be ruined. Thirdly, commercial hunters were shooting the duck population on lakes which still belonged solely to Maori. In 1888 the Ruamahanga River Board declared Lake Wairarapa to be a 'public drain' and asked for Government support to have it opened (the property of the chairman, Peter Hume, was most affected by the flooding). A tense stand-off occurred that year. Te Maari petitioned the Government to inquire into the problem, and in 1891 a commission of inquiry was set up and chaired by Alexander Mackay. Its report was ambiguous in that it stated that endangering the fishing rights of the owners was contrary to the Treaty of Waitangi, yet lake owners were not justified in allowing land sold by them to be flooded.<sup>58</sup> In 1892 the Ruamahanga River Board forced the issue and dug a channel and Maori did not obstruct them. In 1895 Te Maari appealed to the Native Affairs Committee of the House of Representatives. The report was favorable to the claimants and compensation was recommended. Te Maari died soon afterwards.

So, despite the fact the owners opposed the sale, they lost control of the lake. Compensation was arranged, but still the eel fisheries, the water and the land were gone. The compensation itself was arranged in 1896. It comprised a payment of £2000 and 'ample reserves'. The money was quickly received but it took nearly 20 years for the reserve to be given. Some 30,486 acres at Pouakani at Mangakino (Waikato) were given as compensation in 1915.<sup>59</sup>

### 5.3 THE WAIRARAPA 5 PERCENTS

The previous two chapters have outlined the origins of the '5 percents'<sup>60</sup> during 1853–54 and the dissatisfaction that arose around the issue from the later 1850s because of the 'apparent casualness with which the obligations were met' by the Government.<sup>61</sup> To recap briefly, the 5 percent of the returns of the land had grown out of Grey and McLean's strategy to reward Wairarapa Maori for 'sacrificing' rents that had previously enjoyed; they were an inducement to make a sale many had been averse to.<sup>62</sup> The proceeds were to be spent on building schools, hospitals, flour mills and 'certain annuities' to chiefs. The Government began receiving money from sales of the land almost immediately; by 18 March 1854, £8,194 had reached the Government.<sup>63</sup> However, no time had been set for the payments, and it was not until 1870 that any clear system of payment was instituted.

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58. MacKay, 'Claims of Natives to Wairarapa Lakes and Adjacent Lakes', AJHR, 1891, G-4

59. The Wairarapa lakes will be covered in more detail in the Rangahaua Whanui Series national theme Q report.

60. This account of the 5 percents draws heavily from Hippolite's able survey.

61. Bagnall, p 102

62. Paraphrasing MacKay in 'Claims of Natives to Wairarapa Lakes and Adjacent Lakes', AJHR, 1891, G-4, p 2

63. Bagnall, p 125

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Throughout the 1860s agitation by Maori increased. A petition was sent to the Government on 7 August 1867 from 51 Wairarapa Maori which claimed that Maori had often called upon the Government to pay the money due on the 5 percents. On that occasion they did so again.<sup>64</sup> That petition was addressed by the public petitions committee who reported in 1869. In short, they recommended that payment should be made.<sup>65</sup> As a result, in October 1870 Kemp was sent to negotiate a solution. He was chosen as the Government hoped his 'intimate knowledge' of the Wairarapa Natives would enable him to bring the 'long pending question to a satisfactory conclusion'.<sup>66</sup> He faced a difficult task in satisfying the numerous claimants. Hoera Whakataha wondered why McLean had not been sent to resolve the grievances, as he was 'most acquainted with all the transactions connected with the purchase of land in the district and understood so well the origin of the five per cent fund'.<sup>67</sup> Kemp was confronted by a delegation headed by Nikawera. Their desire was for the five per cents to be paid on all the blocks, regardless of whether the deed mentioned it, because, they argued, they had sold their land too cheaply. They claimed, 'the land was formerly sold foolishly in the days of their ignorance . . . through their ignorance they had received much less than they ought for the land'. They also wanted payment up until the time of the meeting not until June 1869 as was proposed. Further, they insisted on full returns of the revenue made from the land, in order to audit the payments made to them. They also wanted a list of all the advances previously made on the account.

Kemp was unable or unwilling to furnish them with proper accounts. All he could say was that £3170 was 5 percent of the £63,500 that the Government made from selling 200,000 acres (which implied an average Government price of about six shillings an acre). Instead, he feigned that he was hurt that 'his friends' had so little faith in the Government, and acted as though they thought the Government had something to hide. Halse had instructed Kemp to make a payment of £2000 from the account. Although, by 30 June 1869 the amount accumulated against the fund had been £3170. From that total, however, £1230 had been advanced throughout the late 1850s and 1860s for mills, presents to chiefs, schools, and expenses. These expenses, naturally, became a topic of hot dispute, particularly the salary of a medical officer. As far back as 1863, McLean had indicated that not all Maori had clearly understood the rationale for deductions. This misunderstanding had perhaps been encouraged by the fact that the Papawai mill, constructed in 1855, had not been paid for from the 5 percents but had been recognised as a separate gift from Grey, 'as some acknowledgement of the good will evinced by the Wairarapa Natives in ceding such large tracts of country suddenly after so many years refusal'.<sup>68</sup>

Some clearly wondered about the benefits derived from some of the expenses: Te Manihera stated that his children had not benefited from the college. Kemp, probably with the Papawai mill in mind, admitted that advances, had proved to be

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64. AJHR, 1867, G-10

65. AJHR, 1869, F-3

66. Halse to Kemp, 21 October 1870, MA 13/96A, Hippolite, p 64

67. MA 13/96A, Hippolite, p 66

68. Minute by Mantell, 23 January 1863, MA 13/96A, Hippolite, p 65

‘in a great measure . . . a comparative failure’, due to unforeseen circumstances.<sup>69</sup> The meeting finally agreed to accept the £2,000 on offer on the condition that the Government present them with returns at a later date. Their desire for all blocks to be included for the 5 percents was rejected. Maori also made a strong call for no more advances to be made on the account. Hippolite pointed out, however, that the 1873 report showed that advances were still being made.<sup>70</sup>

The £2000 was divided between the original ‘5 percent’ blocks. The Tauherenikau block attracted a payment of £430, Pahaoa – £250, Turakirae (West Side of the Lake) – £250, Wharekaka and Puhingina – £250, Tuhitarata – £200, Turanganui (East Side of the Lake) – £200, Whareama 1 – £110, Whareama 2, – £110, Makakahi (Manawatu) – £100, Makoura (Masterton) – £100. The total of £2000 was paid and signed for on 9 November 1870 by 51 Maori, with a range of three to 16 signing for each block.<sup>71</sup>

Returns to Maori began to taper off as the 1870s proceeded because the amount of land being sold naturally reduced. This led to more Maori frustration as they saw land prices everywhere rising and had hoped such rises would have been reflected in their returns. In fact, most of the high prices were commanded by private land. Nevertheless, Maori had successfully wrested the right, originally promised in the deeds but earlier denied them, to discuss in committee with certain Government officers how the money would be used. Charles Heaphy, as Commissioner for Native Reserves, found this a difficult forum as everything was carefully scrutinised by Maori whom he quickly labelled as ‘members of the old Hau-Hau party’.

As it had throughout, the Government vacillated over what to deduct from the 5 percents as expenses. In 1874 Heaphy had reported that it was decided to place the charges for certain expenses of schools, gratuities for chiefs, and for a surgeon, against funds other than the 5 percents. The reason he cited was that ‘the Natives had freely given up a considerable income in rents, and as it was not desirable that they should have cause to regret their act, as few deductions as possible were consequently made from the account that had accumulated’.<sup>72</sup> By 1880, however, the Government seemed less worried about Wairarapa Maori having cause to regret their selling the land. Bryce stated that ‘deductions for medical assistance and other kindred charges were clearly contemplated by the deed and should be made from payments now due’.<sup>73</sup> Maori passions were further inflamed by the decision of the Government to charge expenses for the ‘intricate calculations’ necessary to work out what money was due on the account. Heaphy showed some tact by reducing the deduction of the surgeon’s salary by half, and by only charging it against those areas where the doctor actually went, but a legacy of bitterness would remain.

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69. Hippolite, p 66

70. AJHR, 1874, G-4; Hippolite, p 68

71. Turton, deed receipts 72–82

72. AJHR, 1874, G-4

73. MA 13/96A

## 5.4 PETITIONS AND GRIEVANCES

The issue of the 5 percents was symptomatic of general Maori irritation with the inadequacy of the Government's delivery on promises made when the original purchases were negotiated. Government attention to its continuing obligations to the sellers was similarly poor. The provision of health care, schools, and general economic prosperity which were all promised by the Crown as corollaries of sale were absent to a considerable degree (although, of course, the Government did not have full control over the last aspect mentioned).

The Church of England also came under attack for not delivering on its promises to Maori. In 1896 a petition was lodged for the return of land at Masterton which were given to the Church on the strength of promises made by the representatives of that body to establish schools for the benefit of Maori. The claim was that those promises had not been adequately fulfilled. The Native Affairs committee considered the claimants' case justified and recommended the return of the land.<sup>74</sup>

Wardell regretted in 1868 that 'in the matter of Native education nothing is being done in this district. Owing to the apathy and indifference of parents, very few children attended the school at Papawai when open, and it is now closed.'<sup>75</sup> The School must have re-opened, for in 1872 it had 63 pupils. This number, however, fell to 17 the following year. Wardell noted that half of the pupils were now being taught at their own Kainga (Omahu) and the rest had moved to Poverty Bay.<sup>76</sup> Wardell's successor in the area, Maunsell, took a more critical view of the predicament in which Wairarapa Maori found themselves. In 1886, he stated, presumably in response to a question from his superiors, that Wairarapa Maori were not dying out, instead 'they have abundant means for their support in the way of land, but are very lazy, and subsist largely on their wits after their rents have been expended'. Maunsell also observed that some preferred to go to gaol when pressed by creditors over selling their land. He noted that they possessed good dwellings at their principal villages of Papawai and Te Oreore, and had recently built a large meeting house at Papawai (which was carved by Ngati Porou carvers). Maunsell aired his critical opinions on the latter building, suggesting that 'much money has been wasted over this house'.<sup>77</sup>

### 5.4.1 Specific land sale grievances

Turton's *Maori Deeds* point to some grievances which were successfully resolved by Maori and Government officials. In March 1874 six Maori signed a document entitled 'Moroa block, Greytown (Confirmation of gift)'. This related to Wi Kingi Tutepakihirangi and Te Manihera's gift of the Moroa block to the Crown through McLean in 1853. In December 1873 the two chiefs mentioned above declared that they had indeed gifted the land in 1853, 'in consequence of the satisfaction we felt at the manner in which Mr. McLean had conducted land purchases in the vicinity

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74. AJHR, 1896, I-3, p 7

75. 'Reports on the State of the Natives, Wairarapa', 6 July 1868, AJHR, 1868, A-4, p 36

76. 'Report on Schools', AJHR, 1873, G-4A

77. Maunsell, 'Report on Wairarapa', 25 April 1886, AJHR, 1886, G-1, pp 17ff

and the high relative price he had paid to all of us for the adjacent lands'. Further they stated, 'we formerly made this gift of land in the presence of our tribes and with the knowledge that we were relinquishing the land for ever'.<sup>78</sup> The actions of those two chiefs were confirmed by another 14 leading chiefs of the area at the time of Te Manihera and Wi Kingi's declaration, and by another six signees in March 1874. The six in March 1874 stated that they 'do admit that such block of land was given to the Crown by our representative Chiefs as aforesaid forever and with the concurrence of our tribe and of those who then owned that block'.

The object of these confirmations of earlier actions was indicated by Te Manihera and Wi Kingi's declaration: 'but when we so gave it we believed that we should be entitled to Five pounds per centum of all net proceeds of land sales within the land so given to be returned as 'koha' to us as such sales might occur as in the case of the Tauherenikau block'. The documents represent the resolution of a dispute over the 5 percents in this block. It also represents a revisitation of the actions of selling chiefs in the early days, this time with assent given to their actions by at least some others of the tribe. These negotiations were not entirely successful, however. In 1877 Major Keepa Rangihwinui and others petitioned the Government over the case, claiming that the money was paid to one or two individuals with only a partial interest in the Moroa block. The Committee who received the petition decided that only a legal tribunal was capable of making a full inquiry.<sup>79</sup> Further research is needed to discover what happened in that instance.

The resolution of another grievance led to a deed in Turton's compilation. The deed stated that the sellers of a block called Whatakai had applied to the Government to have the land permanently given to them, but the land had been sold to Meredith, a settler from Whareama. The Government paid the claimants £150 with the result, according to the deed, that 'we [the sellers] have ceased to have any thought regarding that land'.<sup>80</sup>

The lists of petitions recorded in the AJHR provide more evidence of Maori discontent about certain land sales. Unfortunately the information given in the AJHRs is minimal so that only the rudiments of each case at most can be gained. Some petitions related to blocks that had been sold in the 1850s. In 1872 Te Manihera petitioned for the restoration of land in the Castle Point area, with no successful result.<sup>81</sup> In 1877 Karaitiana Te Korou, one of the principal chiefs of the northern Wairarapa, petitioned the Government over the sale of the Manaia block (sold in 1858). His claim was that he and his fellow petitioners did not participate in the payments for the land. The committee declined to investigate this claim.<sup>82</sup> The Ihuraua block, sold by Ngati Kahungunu to the Crown in 1859, was the subject of a petition from Renati Paehora and others in 1886. The claimants stated that the land was theirs but it was sold by Ngati Kahungunu without their knowledge.<sup>83</sup> The

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78. Turton, deed 195

79. AJHR, 1877, I-3, p 52

80. Turton, deed 198

81. Petition of 24 October 1872, AJHR, 1872, H-11, p 5

82. AJHR, 1877, I-3, p 29

83. AJHR, 1886, I-2, p 39

reasons for the apparent reluctance by the Native Committee to take some of these petitions seriously are not given in the AJHR reports.

Meanwhile, petitions were also sent to the Native Affairs committee over the workings of the Native Land Court. In 1877, Te Manihera, Hiko Piata, Matiaha Mokai and others sent a petition which asked for their names to be inserted into the certificate of title for 'a block of land near Greytown'. The committee recommended a rehearing by the court.<sup>84</sup> Similarly in 1885 the work of the court in awarding ownership to Maori for the Mangatainoka block was called to question by Wi Waka and others. They called for a rehearing.<sup>85</sup> Research needs to be done to determine the outcome in this matter. These petitions (and one gets the feeling that those reported in any detail in the AJHRs are only a slice of the whole), reflect the continuing feeling among sections of Wairarapa Maori that the Crown purchases had not always been conducted in a correct or fair way. From the information contained in the AJHRs it is impossible to gauge the validity of the claim of those petitioners, or their success or failure.

The case of the Moroa block gift had shown that the role of chiefs, which had been a cause of dispute ever since the 1850s, remained at issue until at least the turn of the century. We have also seen that the Native Land Court became involved in these issues; as it decided the ownership of the Seventy Mile Bush, its decision to give considerable rights to Rangitane chiefs who lived on the other side of the district was perhaps pivotal to the block being sold to such an extent and sowed many seeds of bitterness. Old principal chiefs did not, however, always receive the sort of recognition from the Native Land Court which they desired. Ngatuere fought tirelessly against a 1869 court decision which gave the land to 'nobodies'.<sup>86</sup>

#### **5.4.2 Political activism**

Another indication of discontent among Wairarapa Maori can be inferred from their political actions. We have an account from Wardell, the resident magistrate in Wairarapa, of the start of 'Hauhauism' in the region. He claimed that the 'first seeds of Hauhauism' were scattered in January 1865 when reports of the miracles of Te Ua were circulated, but it was not until March when Ngairo returned from the west coast as a believer that the sect gained a tangible foothold in the area. According to Wardell the visit of Te Rangihiroa in May turned the majority of Wairarapa Maori into believers. Wardell commented:

the avidity with which these people accepted his teaching presented a remarkable view of Native character; it showed clearly that the previous profession of the doctrines of Christianity had been the result of fashion rather than belief, and was a fresh proof of the eagerness with which a half-savage race will embrace any novelty which is presented to it; yet I cannot but feel that the action taken by the government in the issue of the Proclamation of the 22nd day of April, 1865, in consequence of the murders at Opotiki, against all professed Hauhau, confounded the religious and political character

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84. AJHR, 1877, I-3, p 50

85. AJHR, 1885, I-2, p 27

86. Bagnall, p 227

in that body in a manner which recommended it to a people in the position in which the King party was then placed; they saw combined in it a religious and political movement under new leaders and entertained fresh hopes of success.<sup>87</sup>

While Wardell's comments demonstrate his willingness to hastily generalise about Maori motivation, they do reveal his understanding of the political nature of the support for 'Hauhauism'. The resident magistrate was scornful of the faith and its practices:

the fanatical excitement of the people for the first few months of their acceptance of Hauhauism was accompanied by the most revolting excesses. Happily that stage has passed, and their religious ceremonies are now performed in comparative order. The extent of the delusion under which the laboured may be learnt from the fact, that, on the assertion of a so-called prophetess that food would spring spontaneously as manna fell from heaven, they neglected for one season to plant ordinary crops.

Clearly, Wairarapa Maori (particularly Pai Marire) could expect little sympathy from the Crown representative of their area. Wardell's concentration on the excesses of the movement concealed the fact that the support it gained, particularly when outlawed, was symptomatic of deep-seated opposition to the Government and its practices. He did, however, observe that 'none of the events of [the wars] had their locale here, but probably no section of the Native population as been more disturbed and agitated by them than our own'. Ngairo and some Wairarapa men joined in the hostilities on the west coast. Wardell estimated that 10 Wairarapa men were killed in the fighting. He also quoted Ngairo's views on the situation on his return to Wairarapa after fighting in 1866, 'Do not deceive yourself, the war is not over: the land is gone, yet the people live, and while the people live there will be war for ever'. It would be fair to say, nevertheless, that Ngairo and his followers were at the extreme of Wairarapa opinion on political matters.

Perhaps a more pervading feeling among Wairarapa Maori was a fear that their position vis-a-vis European settlers had deteriorated badly, and that this was a cause for concern more than defiance. Wardell was able to say in 1868, 'as the peace of this district is concerned, I feel all cause of anxiety is at an end – the present [economic?] and numerical strength of the European population would render any hostile attempt on the part of the natives futile'. In 1873 he was confident of the European position, and wrote:

this district is rapidly approaching a state in which the presence of the Maori people will cease to be felt as a source of difficulty and anxiety either to the settlers or the Government. The change which has take place in the position of the two races in this district during the last ten years, is most satisfactory. Then the majority of the Natives were domineering and insolent towards the settlers, and defiant and rebellious towards the government; while the settlers were unorganized, unarmed, and entirely unprepared for the danger which seemed to threaten them. Now, we have a large and efficient body of volunteers, the European population has increased to the proportion of six to one of

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87. 'Reports on the State of the Natives, Wairarapa', AJHR, 1868, A-4, p 34

## *Wairarapa*

the Maori, the relations between the two races are most friendly, and the natives yield generally a ready obedience to the law.<sup>88</sup>

What Wardell saw as the successful and satisfactory colonisation and smothering of Maori must have seemed alarming and potentially disheartening from a Maori point of view. An indication of such a feeling is given by a letter from Ngatuere to Cooper in 1870. Ngatuere wrote, 'I have heard it said among the Maori that the Government of New Zealand are making arrangements with the Government of England which will result in ruin to [the Maori inhabitants of] this island. If that work is correct, tell me; do not hide the calamity which is to befall the people and the land . . . The people and all the runanga of Wairarapa are in great consternation on account of this report of the action to be taken by you, the Government'.<sup>89</sup> The anxious acceptance of rumours circulating the land reflects the nervousness of some Wairarapa Maori at the time.

The inter-connection between religion and political statement again became apparent in Wairarapa during the early 1880s. Paora Te Potangaroa a leading chief of Ngati Kahungunu and Rangitane descent from Mataikona and later Te Ore Ore emerged as a prophet from the 1860s, preaching Christianity expressed through Maori concepts. In 1881 he declared to his followers that, 'in future they should never sell nor lease land, should incur no further debts and refuse to honour debts already incurred'. Te Potangaroa pointed to a flag divided into sections, each bordered in black, and including stars and other symbols. The sections represented the large blocks sold and the stars the scattered and isolated reserves.<sup>90</sup> This was a potent demonstration of one Wairarapa leader's view of their situation by 1881. The following he attracted is another measure of the ever-present feeling of loss.

The reaction of Maori to land loss was by no means always passive. It has been shown, as far as Crown sales are concerned, from 1865 to 1900 Wairarapa Maori sold little of the land they had left (with the exception of the Seventy Mile Bush area, of which little had been sold prior to 1870). From the late 1850s, as we have seen, runanga met to consider their situation and to oppose further sales. Piripi Te Maari was a prominent leader of these. In 1883 a committee of 12 was appointed at Papawai to investigate all grievances between Maori and Pakeha in Wairarapa. In 1886 this committee decided to fine a European £9. The fine was signed by three chiefs – Wi Mahupuku, Te Maari and Wi Hutana. Bagnall suggested such 'ambition' was a carry-over from Tawhiao's visit in 1882, when he had encouraged Wairarapa Maori to aim for self-determination.<sup>91</sup> In 1897, Papawai provided the setting for two sessions of the Kotahihanga Maori parliament. The leading chief of Papawai at the time, Tamahau Mahupuku, provided a lot of the financial support for such large gatherings. In one sense the Kotahitanga meeting at Papawai was a reflection of the prosperity of Papawai and Mahupuku at that time. Mahupuku himself, though nominally a member of Kotahitanga did not share its aim of self-determination.<sup>92</sup> At

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88. 'Report on Wairarapa', 10 June 1873, AJHR, 1873, G-1, p 14

89. Ngatuere to Cooper, 25 February 1870, AJHR, 1870, A-21, p 19

90. Ballara and K Cairns, 'Te Potangaroa, Paora', DNZB, vol 1, p 480

91. Bagnall, p 230

92. Ballara, 'Mahupuku, Hamuera Tamahau', DNZB, vol 2, pp 304ff



the same time many Wairarapa Maori shared the view of Kotahitanga and by holding the parliament in the area demonstrated their wish to end years of political dissatisfaction. This is a topic, however, that would require further research.

## **5.5 WAIRARAPA MAORI LAND HOLDING FROM THE 1870s AND 1880s**

Charles Heaphy's 'Report on the Native Reserves in the Province of Wellington', compiled in 1871, listed the land Maori had retained as reserves in Wairarapa.<sup>93</sup> The list covered land upon which Crown grants had been issued (prior to 1865) and land that had gone through the Native Land Court. Heaphy divided Wairarapa reserves into three categories:

- (a) Trusts with a specified purpose – religious or charitable. Under this category there were two blocks totalling 590 acres in the Wairarapa valley granted to the Bishop of New Zealand for a school. (We have seen on page 23 that this land was later the subject of a petition.)
- (b) General Native Reserves (ie, those without any restrictions). Heaphy listed 42 different reserves in this category (this total is blurred because he listed 23 of the blocks twice). Within this category a total of 14,864 acres remained in Maori hands. Most of the reserves were under 1000 acres, however there were two reserves from the Pahaua block, Te Unuunu and Waikeweno totalling 1775 and 1660 acres respectively and a 2280-acre block at Oroi.
- (c) Grants with limitations. Heaphy listed 23 reserves in this category. The limitations were either that the land was 'inalienable by sales, lease, etc, without the consent of the Governor', or inalienable for 21 years, or simply that the land was subject to public right of way. All these blocks appear to have been through the Native Land Court as each had a number of grantees apportioned to the reserve. Within this category a total of just under 53,000 acres remained in Maori hands. Among these were some considerable tracts of land. The three largest blocks, however, 18,131 acres at Mataikona, 17,790 acres at Te Kawakawa, and 4910 acres at Matakitaiki were the ones only restricted by being subject to a public right of way. The rest were inalienable to various degrees. Large inalienable blocks included three blocks totalling 2745 acres at Te Whiti, 1970 acres at Ngapukiturua, and 1910 acres at Maramamau.

Heaphy's return of 1871 shows a total of approximately 68,000 acres remained in Maori hands in 1871 as reserves. That represents about 3.5 percent of the total area, although as they were chosen by the Maori sellers themselves the reserves included some of the choicer pieces of Wairarapa. Importantly Heaphy's figures were 'independant of purely Native territory', the size of which he did not attempt to calculate.

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93. C Heaphy, 'Report on the Native Reserves in the Province of Wellington', AJHR, 1871, F-4, pp 45ff

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The next list of reserves in Wairarapa was compiled in 1886.<sup>94</sup> The list of general reserves, those without restrictions, was very similar. Three reserves appear to have gone from the 1871 list, Puketoi (five acres), Porokauau (390 acres) and Ngatahuna (118 acres). This may indicate that they had been sold. So, during the 15 years from 1871, most of the reserves without restrictions remained in Maori hands. Nine further reserves were added to this category, totalling about 1900 acres. The other main category affecting Wairarapa lands in 1886 was entitled simply 'lands in each county held by the Maoris as Inalienable'. All the blocks that had had restrictions on their sale in 1871 were on the list in 1886. Of the three large blocks in 1871 which were only subject to public right of way, Matakītaki remained, Ngapuketūrua was transferred to the list of general reserves and Te Kawakawa (17,790 acres in 1871) had disappeared.

There were some additions to the list by 1886, but the matter was confused by the curious inclusion of almost all of the Mangatainoka block. Mangatainoka blocks 1A (4036 acres), 1B (1710 acres), 2A (17,515 acres), 2B (3170 acres), 3 (37,847 acres) and 4 (2116 acres), were all included as 'inalienable', when, as we have seen, the area was in the process of being sold at that time. Aside from the Mangatainoka blocks, there were 21 new blocks, and the total area of inalienable land in Wairarapa in 1886 (not including the 66,394 acres in the Mangatainoka block, only some of which would be reserved) was 46,904 acres. The largest new blocks were Whangaehu (2077 acres),<sup>95</sup> Okurupeti (5516 acres), Whakatomotomo (1160 acres), and two Pukengaki blocks (4635 acres). Separate to both previous lists was a 1000-acre reserve at Eketahuna, which was inalienable and made under either the Government Native Land Purchase Act Amendment Act 1878 or the Volunteers and Others Lands Act 1877.

The 1886 survey of Maori lands gave one other crucial statistic, an estimation of the land that had not been passed through the Native Land Court and which remained in Maori hands. The figure for Wairarapa was 95,442 acres. Therefore, the total area of land in Maori hands, given by the Government survey in 1886, was 162,012 acres 3 roods 8 perches (plus whatever reserves came out of the Mangatainoka block). This represented about 8 percent of the total area.

How many people were there to share this area of land? In 1871, Heaphy estimated Wairarapa's Maori population at the time to be 850.<sup>96</sup> This proved to be an unusually high figure. In 1878, the population was given as 714. No explanation was given of the apparent drop, and the people of the area were described as healthy.<sup>97</sup> In 1881, the population was given as 744 and in 1886 it was estimated at about 757 (the estimation derived from 707 Wairarapa Maori being present on the day and about 50 being out of the area). Maunsell, who took the last census, did admit that his figure might under-estimate the population. He observed that children particularly might have been omitted because Maori were reluctant to cooperate,

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94. AJHR, 1886, G-15

95. This is possibly another name for Upper Tauheru, the 10,000-acre block for which an agreement to sell had been signed in 1873 but for which no actual sale was recorded.

96. Heaphy, p 46

97. AJHR, 1878, G-2

‘treating the census with suspicion and abhorrence’.<sup>98</sup> Tentatively then, one could estimate the Maori population in Wairarapa in 1886 to be between 800 and 900. This equates to roughly 214 acres for each man, woman, and child if the population was 757 and about 180 acres for each if the population was 900.

Crucially, these figures tell us little about what went on at the hapu level. Logically, some hapu were worse off than the Wairarapa average. If the Tribunal was to decide that the Crown had an obligation to ensure that each hapu was left with enough land (however ‘enough’ is defined), then matters would be complicated considerably.

## **5.6 THE FATE OF THE FINAL 8 PERCENT OF WAIRARAPA IN MAORI HANDS**

From the 1890s, this last 160,000 acres in Maori hands gradually contracted, the stars on Paora Te Potangaroa’s flag grew fainter. The history of Maori land holding in Wairarapa from then becomes increasingly complicated. Some ‘Maori land’ was retained, a lot was sold, yet also some Maori land became general land still owned by Maori. To furnish accurate details on this history would require considerable research. I have taken a brief look at the block histories of some of the larger areas left; a sample shows the divergent experiences of different areas.

The Mataikona block, on the East Coast, was listed as 18,131 acres in 1886. In 1995, 17,690 acres still remain as ‘Maori land’. It appears that most of the area has been leased for part of the time, although an application to lease 17,091 acres was refused on 5 December 1907.<sup>99</sup> The Pukengaki block, 4635 acres in the heart of the Wairarapa Plains east of Greytown, provides an example of land no longer being ‘Native land’ but still remaining in Maori hands. The block was divided between 71 Maori owners on 13 November 1883. By 1909, 2568 acres remained as ‘Native Land’, while 1782 acres were owned by the Jury family, a prominent Maori family of the area. The Jurys had purchased 1543 acres from Maori owners during 1907, the rest of their 1782 acres presumably coming from the original subdivision of the block. The family bought another 1312 acres from Maori owners between 1911 and 1914, while a further 289 acres were sold to E M Swainson, a local Pakeha. By 1914, over 3000 acres of this prime Wairarapa land remained in the hands of a prominent Maori family. The question remains whether the best interests of the other Maori owners were served by this accumulation of land in the hands of the Jurys. Only 967 acres remained as ‘Maori land’ in 1914, of which 98 acres remain in 1995.

A large proportion of the Okurupatu block, 5516 acres of valuable grazing land just east of Te Ore Ore, was similarly sold in the 1910s. The block was subdivided in January 1890 having been originally inalienable for 21 years. Between 1910 and 1913, 1884 acres were sold to Pakeha individuals. It is an interesting fact that five of the eight individuals who bought parcels were females: Grace Shaw, Euphemia McKay, Catherine McKenzie, Madeline Cameron, and Elizabeth Brown. The prices

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98. AJHR, 1886, G-12

99. Mataikona alienation file. For further references, see the respective alienation files.

## *Wairarapa*

paid at the time were usually at or above the Government valuation, which was about £10 per acre at the time.

The large reserve from the Pahaoa block, Te Unuunu (1775 acres), remained entirely in Maori hands until 1918–20, when about 160 of the 380 acres in Te Unuunu 2 were sold. The failure of an earlier attempt to buy the land demonstrated an attempt by the Government, particularly the Native Land Board, to ensure the retention of land by Maori, as well as some of the motivations that accompanied that urge. A majority of the owners of the Te Unuunu 2 block had decided to sell the land to W Cameron. A major motivation for seven of the owners was debts they had run up to Cameron. The minutes of the board noted that the owners had no money to fence, plough or clear the land and had got into the habit of getting advances from Cameron to meet their pressing needs. The board refused to let the sale go ahead as it would render the sellers landless. The observation was made, 'the way things were going they would soon become a burden on the state'.<sup>100</sup> Te Unuunu 1 (1503 acres) remained in Maori hands for the while, but was leased for 21 years in 1915. In 1995, 954 acres remains as 'Maori land'. The sale of parts of another large reserve from the Pahaoa block, Waikekeno (1660 acres), was sometimes linked to the payment of debts. In this case sales were allowed through. Lists of the sellers' other land holdings were furnished before confirmation of the sale was granted, however. About 580 acres were sold by 1915. Similarly, about 230 of a total of 2745 acres in the Te Whiti blocks were sold between 1910 and 1920. Debt was the crucial factor in the decision of Rihara Ihaia to sell his 136 acre interest. A list of accounts from local storekeepers totalling £322 was put before the board. The sale of his land for £2,002 was confirmed in October 1915.

This brief survey indicates that most of the land held at 1886 was held until the turn of the century. From there each area had its own history, just as each individual Maori either prospered, maintained a living or struggled. Some areas like Mataikona remained in Maori hands, whereas others were gradually sold. No firm conclusions can be made about the experiences of Wairarapa Maori from 1880. Certainly not all sales of 'Maori land' were indications of mounting debt and poverty. They might just as easily have indicated enterprise, as in the case of Pukakau Maika who sold 49 acres at Te Whiti in 1915 for £1047 in order to purchase 100 acres of cropping land on the main road between Masterton and Carterton.<sup>101</sup>

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100. Minute, 9 November 1914, Te Unuunu alienation file

101. Te Whiti alienation file

APPENDIX I

**PRACTICE NOTE**

WAITANGI TRIBUNAL

CONCERNING the Treaty of Waitangi Act 1975

AND Rangahaua Whanui and the claims as a whole

PRACTICE NOTE

This practice note follows extensive Tribunal inquiries into a number of claims in addition to those formally reported on.

It is now clear that the complaints concerning specified lands in many small claims, relate to Crown policy that affected numerous other lands as well, and that the Crown actions complained of in certain tribal claims, likewise affected all or several tribes, (although not necessarily to the same degree).

It further appears the claims as a whole require an historical review of relevant Crown policy and action in which both single issue and major claims can be properly contextualised.

The several, successive and seriatim hearing of claims has not facilitated the efficient despatch of long outstanding grievances and is duplicating the research of common issues. Findings in one case may also affect others still to be heard who may hold competing views and for that and other reasons, the current process may unfairly advantage those cases first dealt with in the long claimant queue.

To alleviate these problems and to further assist the prioritising, grouping, marshalling and hearing of claims, a national review of claims is now proposed.

Pursuant to Second Schedule clause 5A of the Treaty of Waitangi Act 1975 therefore, the Tribunal is commissioning research to advance the inquiry into the claims as a whole, and to provide a national overview of the claims grouped by districts within a broad historical context. For convenience, research commissions in this area are grouped under the name of Rangahaua Whanui.

In the interim, claims in hearing, claims ready to proceed, or urgent claims, will continue to be heard as before.

Rangahaua Whanui research commissions will issue in standard form to provide an even methodology and approach. A Tribunal mentor unit will review the comprehensiveness of the commission terms, the design of the overall programme, monitor progress and prioritise additional tasks. It will comprise Tribunal members with historical, Maori cultural and legal skills. To avoid research duplication, to maintain liaison with interested groups and to ensure open process:

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- (a) claimants and Crown will be advised of the research work proposed;
- (b) commissioned researchers will liaise with claimant groups, Crown agencies and others involved in treaty research; and
- (c) Crown Law Office, Treaty of Waitangi Policy Unit, Crown Forestry Rental Trust and a representative of a national Maori body with iwi and hapu affiliations will be invited to join the mentor unit meetings.

It is hoped that claimants and other agencies will be able to undertake a part of the proposed work.

Basic data will be sought on comparative iwi resource losses, the impact of loss and alleged causes within an historical context and to identify in advance where possible, the wide ranging additional issues and further interest groups that invariably emerge at particular claim hearings.

As required by the Act, the resultant reports, which will represent no more than the opinions of its authors, will be accessible to parties; and the authors will be available for cross-examination if required. The reports are expected to be broad surveys however. More in-depth claimant studies will be needed before specific cases can proceed to hearing; but it is expected the reports will isolate issues and enable claimant, Crown and other parties to advise on the areas they seek to oppose, support or augment.

Claimants are requested to inform the Director of work proposed or in progress in their districts.

The Director is to append a copy hereof to the appropriate research commissions and to give such further notice of it as he considers necessary.

Dated at Wellington this 23rd day of September 1993

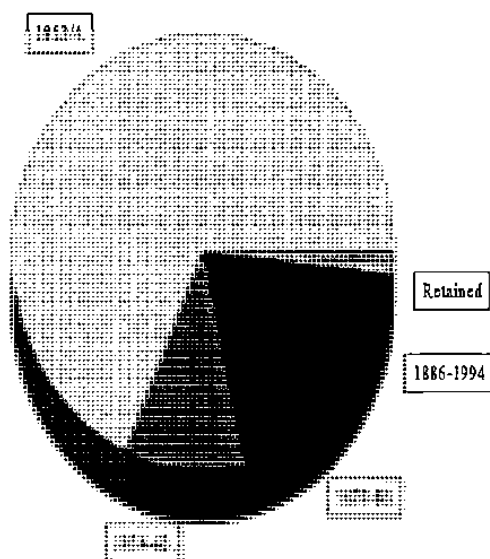
Chairperson  
WAITANGI TRIBUNAL

APPENDIX II

## THE SALE OF LAND IN WAIRARAPA

### The sale of land in Wairarapa

Starting from 2,072,000 acres



- Sold, June 1853 to January 1854. Estimated area 1,500,000 acres.
- Sold, November 1854 to 1865. Estimated area 220,000 acres.
- Sold, 1870 to 1886. Estimated area 300,000 acres.
- Sold, 1886-1994. Estimate 140,000 acres
- Retained 1995. Estimated 30,000 acres

The estimated total from the pieces on the pie is 2,170,000 acres. The discrepancy between this figure and the total land area of 2,072,000 acres reflects the general inaccuracy of data, most particularly the location of the dividing line along the Tararua Ranges.

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Wairarapa deeds							
Turton's deed reference	BLOCK	DATE	TOTAL AMOUNT (£)	Amount paid when or before deed signed	ACRES	PRICE PER ACRE	Number signed
84	Maungaroa (R Barton)	22 March 1845	Compensation				
85	Castle-Point	22 June 1853	2500	1000	275000	2.18d	301
86	Tuhitarata (McMasters)	25 August 1853	15	15	40a	7s-6d	2
87	Claims for Wellington/Porirua	23 August 1853	100	100		0	12
88	West side of the Lake, Block 1	1 September 1853	2000 + 5%	1000	200000	2.4d	4+
	East side of the Lake.	6 September 1853	1100 + 5%	700	120000	2.2d	No deed
89	Tuhitarata (McMasters)	10 September 1853	1000	+ 5%300	40000	6d	5+
90	Kaiwaka (W M Smith)	16 September 1853	100	100	899a	2s-2.7d	5
91	Moroa, or Tauherenikau No 4	19 September 1853	2000 + 5%	1000	430000	1.12d	6+
92	Morrison's Homestead	26 September 1853	100	100	300a	6s-8d	5
93	Gillies and Burlings Homesteads	12 October 1853	75	75	300a	5s	6
94	Te Oreore (R Collins)	18 October 1853	200	200	400a	10s	6+
95	Blacksmith's Homestead	22 October 1853	10	10	20a	10s	3
96	Mataopera (R Barton)	25 October 1853	1000	300	40000 [25574]	6d	5+
97	Part Pahua and Wilson's	29 October 1853	1250* + 5%	700	250000 [110000]	1.2d [2.72]	6+
98	Wharema No 2 (South)	1 November 1853	400 + 5%	400	38000 [14725]	2.53d	6+
99	Waihora	28 November 1853	300	200	12000	6d	16
100	Whareama (North)	2 December 1853	300	300	100000 [55079]	0.72d	17
101	Wharema (part of)	9 December 1853	100 + 5%	100	25000 [12395]	0.96d	16

Figures in italics are computer estimates



*The Sale of Land in Wairarapa*

102	Manawatu	10 December 1853	800 + 5%	800	100000*	1.92d	30
103	Makoura	10 December 1853	100 + 5%	100	300	6s-8d	6
104	Upokongaruru	10 December 1853	487	400	50000	£2.33d	9
105	McMasters Run (part of)	12 December 1853	100	100	640a	3s-1.5d	4
106	Whareama (part of)	12 December 1853	100	100	25000	0.96d	3
107	McMaster's Run (Hiko's claim)	13 December 1853	100	100			1
108	Otaraiā (Arohd. Gillies)	13 December 1853	100	100	100a	£1	2
109	West side of Lake (part Block No 1)	14 December 1853	400 + 5%	200	res.		2
110	Kuratawhiti No 1	14 December 1853	100	100	2000	1s	3
111	Kuratawhiti No 2	14 December 1853	120	120	2000	1s-2.4d	2
112	Northwood's Homestead	14 December 1853	100	100	100a	£1	2
113	Ruamahanga	15 December 1853	20	20	200	2s	3
114	Waiorongomai	22 December 1853	100	100	400	5s	2
115/116	Owhanga (Featherston)	23 December 1853	1000	1000	18000	1s-1.3d	10
117	Kaiwhata (land east of)	27 December 1853	270	200	10000	6.48d	5
118	Te Awaiti and part of Pahaua	3 January 1854	1500	600	100000	3.6d	13
119	Wharekaka	4 January 1854	2000 + 5%	1000	40000	1s	10
120	Ahiaruhe	4 January 1854	500	250	5000	2s	4
121	Ngatitōa and other claims	7 January 1854	700	700			
122	Part Smith's Run and Bush	9 January 1854	250	250	3000	1s-8d	4
123/124	Pohaturiki (W M Smith)	11 January 1854	250	250	3000	1s-8d	2

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125	Kuhangawariwari	11 January 1854	1500	1300	150000	2.4d	25
126	Aweha	18 January 1854	400	100	15000	6.4d	5
	<b>Total, June 1853 to January 1854</b>		<b>23547</b>	<b>14690</b>	<b>2056699</b>	<b>2.75d</b>	
	<b>Deed receipts</b>						
14	Opaki	19 October 1853	300				
15	Tupapakurua	19 October 1853	200				
16	Whareama	29 November 1853	93				
17	Moroa	22 December 1853	100				
18	Part Wilson's run	24 December 1853	100				
19	Paeroa	27 December 1853	200				
20	Te Witi	29 December 1853	50		200		
21/22	Ruamahanga	31 December 1853	100				
23	Kepa Rangihwinui's Claims	17 January 1854	50				
24	Te Pi and Hiriona's Claims	6 February 1854	50				
25	Raumoa and others' claims	1 March 1854	40				

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